

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on April 1, 2020 at 5:00 p.m. This meeting was held by electronic communication means using Zoom and a telephonic connection due to the COVID-19 state of emergency. This meeting was adjourned from March 27, 2020.

PRESENT: Mr. Ned Gallaway, Ms. Beatrice (Bea) J. S. LaPisto-Kirtley, Ms. Ann H. Mallek, Ms. Diantha H. McKeel, Ms. Liz A. Palmer, and Ms. Donna P. Price.

ABSENT: None.

OFFICERS PRESENT: County Executive, Jeffrey B. Richardson, Deputy County Executive, Doug Walker, County Attorney, Greg Kamptner, Clerk, Claudette K. Borgersen, and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. Call to Order. The meeting was called to order at 5:00 p.m., by the Chair, Mr. Gallaway.

Agenda Item No. 2. Closed Meeting.

At 5:03 p.m., Ms. LaPisto-Kirtley **moved** the Board go into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under Subsection (1), to discuss and consider appointments to the Albemarle County Service Authority and three advisory committees; and
- Under Subsection (6), to discuss and consider the investment of public funds in the Scottsville Magisterial District where bargaining is involved and where, if made public initially, the financial interest of the County would be adversely affected; and
- Under Subsection (19), as modified by Emergency Ordinance 20E-(2), to discuss plans to protect public health and safety as it relates to the COVID-19 disaster, including briefings by staff members, legal counsel, and officers from the Police Department and the Department of Fire Rescue concerning actions taken to respond to the disaster

Ms. Palmer **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None.

Agenda Item No. 3. Certify Closed Meeting.

Mr. Gallaway called the April 1, 2020 meeting of the Albemarle County Board of Supervisors to order at 6:02 p.m. as the Board came out of closed meeting

Ms. LaPisto-Kirtley **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each Supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting.

The motion was **seconded** by Ms. Mallek. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None.

Agenda Item No. 4. Boards and Commissions.

Item No. 4. a. Vacancies and Appointments.

Ms. Price **moved** that the Board make the following Board Committee appointments:

- **Reappoint**, Kostas Alibertis, Brian Day, Joe Fore, Valerie Long, David Mitchell, Joshua Rector, and Katya Spicuza to the Crozet Community Advisory Committee with said terms to expire March 31, 2022.
- **Appoint**, Matthew Slaats to the Crozet Community Advisory Committee with said term to expire March 31, 2022.
- **Reappoint**, Brian Hall and Olga Boucher to the Police Department Citizens Advisory Committee with said term to expire March 5, 2022.
- **Appoint**, Richard Hewitt to the Police Department Citizens Advisory Committee with said term to expire March 5, 2022.
- **Reappoint**, Tim Novak to the Village of Rivanna Community Advisory Committee with said term to expire March 31, 2022.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None.

Agenda Item No. 5. Call Back to Order.

Mr. Gallaway informed attendees that this meeting was being held pursuant to, and in compliance with, Emergency Ordinance #20-E2, "Emergency Ordinance to Ensure the Continuity of Government Amid the COVID-19 Disaster."

Mr. Gallaway said the Supervisors who were electronically present at this meeting were himself (Mr. Ned Gallaway - Rio District), Vice Chair Donna Price (Scottsville District), Ms. Diantha McKeel (Jack Jouett District), Ms. Liz Palmer (Samuel Miller District), Ms. Bea LaPisto-Kirtley (Rivanna District), and Ms. Ann Mallek (White Hall District).

Mr. Gallaway said the persons responsible for receiving public comment are the Board of Supervisors of Albemarle County, and the opportunities for the public to access and participate in the electronic meeting are posted on the Albemarle County website, on the Board of Supervisors homepage, and on the Albemarle County calendar.

Mr. Gallaway welcomed those joining online to participate. He said this was the first run in a virtual meeting, and that they had done a trial and practice run. He asked for participants' patience if they are to encounter any flaws, as they continue to learn the format and improve in the meetings to come.

Agenda Item No. 6. Pledge of Allegiance.
Agenda Item No. 7. Moment of Silence.

Agenda Item No. 8. Adoption of Final Agenda.

Mr. Gallaway noted that there was an item (11.6. Waiver of Rents) that would be removed from the Consent Agenda. He said this item would be addressed after approving the Consent Agenda.

Mr. Gallaway asked if there were any other items on the Consent Agenda that needed to be removed.

Ms. McKeel mentioned that at the end of the meeting, she would like to have a quick discussion about pedestrian bike access at the Old Ivy Bridge.

Mr. Gallaway said Ms. McKeel's suggested would be added to the agenda.

Ms. Price said she had an item on the Consent Agenda she wanted to discuss, and that perhaps it should be removed. She said she would like to have a discussion about Item 11.3 (Parking Agreement for Parking Spaces at The Daily Progress) before voting.

Mr. Gallaway said Item 11.3 would be removed.

Ms. Mallek said at the end of the meeting, she wanted to discuss interest to send the letter to the Department of Interior about Shenandoah National Park.

Mr. Gallaway said this item would be added to the agenda.

Ms. Price **moved** the Board adopt the final agenda, as amended. Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None.

Agenda Item No. 9. Brief Announcements by Board Members.

Ms. Mallek thanked all citizens who wrote to the Governor many times over the last couple weeks to get Virginia more on the program nationally for everyone staying at home due to COVID-19. She said she has heard many comments recently that people are feeling more confident about succeeding in this effort, and although she knew it would get worse before it gets better, they would figure out a way to pull together.

Ms. Mallek said she was also excited about the local distilleries who were making hand sanitizer, and about OESH Shoes using their 3D printers to make masks for first responders and healthcare workers.

Ms. Mallek said she knew that the disaster was a burden on families and students, but that they would figure out a way to pull through.

Ms. McKeel said NPR, in conjunction with Frontline, is running a documentary on The Plastic Wars, and how plastic in the industry greenwashed recycling. She said it would be fascinating to watch, and that it was playing that evening and would air again at different times, on Comcast channel 266.

Ms. Price said everyone was facing two significant challenges. She said she was absolutely confident that with the quality and caliber of people working for the County, they would get through, but that it would be tough. She said they have already started to see news reports from nearby counties about the financial impact hitting them. She said they were all looking forward to an updated report from County Executive Jeff Richardson as they work through the budget process, and that everyone had to be prepared for the reality of what they are going to face, coming up.

Ms. Price reiterated that they would get through, though it would be tough. She said the Board needs to lead by example.

Ms. Price thanked the citizens for their support and participation through this process, particularly with the new virtual meetings. She said the Board solicits and encourages contact and information to the Board and will improve each meeting to make this the most sufficient and representable forum that they can.

Mr. Gallaway said that for those interested in what the County is doing related to COVID-19, they can visit <http://www.albemarle.org/covid19>.

Mr. Gallaway reminded those who were tuning in what the plan was for Board meetings. He said the previous Friday, they passed an ordinance to allow the Board to hold virtual meetings. He said for the foreseeable future, they have taken any item that may draw significant public interest (where there is typically a crowded public auditorium) and deferred those items to later meetings.

Mr. Gallaway said they wanted to first have a few practice runs of the virtual meetings to make sure they are able to handle a large volume of public participation on those items. He said this was done in agreement in some cases by applicants, and also include items that are not controlled by deadlines for legislative purposes. He said they would be continuing to work through Board business, and that the plan was to work through meetings as the present virtual meeting was running. He said they would improve at this as they continue and asked for everyone's patience as they work through the first couple meetings.

Agenda Item No. 10. Proclamations and Recognitions.

There were none.

Agenda Item No. 11. Consent Agenda.

Mr. Gallaway reminded the Board that Item 11.3 (Parking Agreement for Parking Spaces at The Daily Progress) and Item 11.6 (Waiver of Rents) had been removed for discussion.

Motion was then offered by Ms. McKeel to approve the consent agenda as amended. Ms. Price **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None

Item No. 11.1. FY 2020 Appropriations.

The Executive Summary forwarded to the Board states that the Virginia Code §15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

The total change to the FY 20 budget due to the appropriations itemized in Attachment A is \$143,133.29. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

Staff recommends that the Board adopt the attached Resolution (Attachment B) to approve the appropriations for local government and school projects and programs as described in Attachment A.

Appropriation #2020054 **\$ 61,133.29**

Source:	State Revenue	\$40,533.29
	Federal Revenue	\$20,600.00

This request is to appropriate the following School Division appropriation requests approved by the School Board on February 13, 2020:

- Special Revenue Funds: This request is to appropriate \$25,402.29 in state revenue from the Virginia Department of Education for two enrollment based Career and Technology Education (CTE) Testing grants awarded to Albemarle County Public Schools. The CTE testing grant totals \$14,648.39 and funds purchasing industry certification exams, licensure tests and occupational competency assessments for students enrolled in high school CTE courses. The CTE Equipment grant totals \$10,753.90 and funds purchasing 3D Printers for Henley Middle School and Sutherland Middle School, a KidWind Basic Wind Experiment Kit for Jack Jouett Middle School and a Vex Robotics Classroom Starter Bundle for Albemarle High School.
- Special Revenue Funds: This request is to appropriate \$15,131.00 in state revenue from the Virginia Department of Education for a Project Graduation grant awarded to Albemarle County Public Schools to provide remedial instruction for students who received passing grades for standard credit-bearing courses but failed the required SOL assessment needed to verify credits to complete their diploma requirements. Courses supported are Algebra I, Geometry, Algebra II, English: Reading, English: Writing, Science and/or History.
- Special Revenue Funds: This request is to appropriate \$20,600.00 in federal revenue from the United States Department of Education's Carl D. Perkins Vocational and Technical Education Act to increase focus on the academic achievement of career and technical education students and strengthen the connection between secondary and postsecondary education.

Appropriation #2020055 **\$ 82,000.00**

Source:	State Revenue	\$82,000.00
	Water Resources Mandated TMDL *	(\$148,078.25)

*This portion does not increase or decrease the total County budget.

This request is to appropriate \$82,000.00 in grant revenues from the Virginia Department of Environmental Quality Stormwater Local Assistance Fund (SLAF) and allocate \$148,078.25 from the Water Resources Total Maximum Daily Load (TMDL) capital program to support the Rio Hill Stormwater Retrofit project within this program. This increases the project's budget by \$230,078.25. The project will retrofit an underperforming stormwater detention basin in the Rio Hills Shopping Center and will improve local and regional water quality and mitigate impairments associated with urban runoff.

By the above-recorded vote, the Board adopted the FY 2020 Appropriations:

**RESOLUTION TO APPROVE
ADDITIONAL FY 2020 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2020054 and #2020055 are approved; and
- 2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2020.

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APP#	Account String	Description	Amount
SA2020054	3-3105-63105-324000-240900-6530	SA2020054-Misc Grants-CTE/Tech	\$25,402.29
SA2020054	4-3105-63105-461313-601300-6530	SA2020054-Misc Grants-CTE/Tech	\$14,648.39
SA2020054	4-3105-63105-461313-800100-6530	SA2020054-Misc Grants-CTE/Tech	\$10,753.90
SA2020054	3-3217-63217-324000-240296-6599	SA2020054-Project Graduation	\$15,131.00
SA2020054	4-3217-63217-461101-132100-6530	SA2020054-Project Graduation	\$12,076.17
SA2020054	4-3217-63217-461101-210000-6530	SA2020054-Project Graduation	\$923.83
SA2020054	4-3217-63217-461101-601300-6530	SA2020054-Project Graduation	\$2,131.00
SA2020054	3-3207-63207-333000-384048-6599	SA2020054-Carl Perkins Grant	\$20,600.00
SA2020054	4-3207-63207-461190-800100-6530	SA2020054-Carl Perkins Grant	\$20,600.00
SA2020055	3-9100-24000-324000-240052-1008	SA2020055: Rio Hill Retrofit SLAF Grant initial award	\$82,000.00
SA2020055	4-9100-82040-482060-800605-1310	SA2020055: Rio Hill Retrofit increased construction costs	\$230,078.25
SA2020055	4-9100-82040-482060-800605-9999	SA2020055: Rio Hill Retrofit increased construction costs	-\$148,078.25

Item No. 11.2. Woolen Mills Shuttle Bus Service Agreement.

The Executive Summary forwarded to the Board states that Albemarle County partnered with the Commonwealth of Virginia to support a project at the Woolen Mills site for the relocation and expansion of WillowTree, Inc. to become the anchor tenant in a redeveloped corporate campus. Albemarle County also expressed an interest in supporting the provision of a bus shuttle service connecting the Woolen Mills campus and Downtown Charlottesville parking facilities. The County expressed a willingness to contribute up to \$40,000 for four years to support the service, which will allow WillowTree employees and patrons of the campus businesses to park and ride from downtown. Woolen Mills and WillowTree will also contribute financial support for five years. JAUNT will provide the service and integrate on-demand elements.

On September 12, 2018, the Board authorized the County Executive to execute a performance agreement with Woolen Mills, LLC and the Albemarle County Economic Development Authority on behalf of the County regarding the \$1 million infrastructure investment associated with this project. The Board approved an amended agreement on October 15, 2019, extending the deadline for completion of certain public elements (Attachment A). This agreement acknowledged the possibility the parties and WillowTree would enter into transit partnership: Woolen Mills "shall pay a maximum of forty thousand dollars (\$40,000.00) to the County to fulfill the first year of a five-year County obligation to fund a transit service to the Property to the extent such payment is required by a future three party agreement between WillowTree, Inc., the Company, and the County."

The Economic Development Office, OMB, Finance, and the County Executive's Office worked with WillowTree, Woolen Mills, and JAUNT to design and implement a bus shuttle service between Downtown Charlottesville and the new WillowTree offices in the Woolen Mills section of the County. (Attachment B). This service will serve WillowTree employees as well as members of the public wishing to take advantage of the Woolen Mills amenities, which will include event spaces, a restaurant and brewery, RTF trail access, and access to the Rivanna River.

The proposal obligates the parties for five years. In the first year, Woolen Mills will contribute \$80,000 and WillowTree will contribute \$40,000. In second through fifth years, the County, Woolen Mills, and WillowTree will each contribute \$40,000 per year. The County's total maximum contribution towards this transit project will be \$160,000, which has been reserved in the Economic Development Fund's Investment Pool.

The justification for the County financially supporting this transit service is as follows:

- Consistent with Comp Plan in areas of transportation;
- Supports redevelopment, placemaking, and economic development;
- Catalyzes business development and vibrancy in a unique economic corridor;
- Activates the Rivanna River corridor and connects local recreational and entertainment assets; and
- Stimulates and supports economic growth and diversification.

No budget impact is expected in the first year. Up to \$160,000 total budget impact in the second through fifth years.

Staff recommends that the Board adopt the attached Resolution (Attachment C) to approve the Shuttle Bus Service Agreement and to authorize the County Executive to sign the Agreement on behalf of Albemarle County once it has been approved as to substance and form by the County Attorney.

By the above-recorded vote, the Board adopted the Resolution to Approve an Agreement Between the County, Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc:

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE COUNTY,
WOOLEN MILLS, LLC, WILLOWTREE, INC., AND JAUNT, INC., REGARDING THE
PROVISION OF PUBLIC TRANSIT SERVICE TO THE WOOLEN MILLS SITE**

WHEREAS, the County entered into an amended Performance Agreement with Woolen Mills, LLC, and the Albemarle County Economic Development Authority, dated October 31, 2019, regarding the redevelopment of the Woolen Mills site in anticipation of WillowTree, Inc.'s expansion and relocation to the site; and

WHEREAS, the First Amended Performance Agreement, Section 2, Paragraph 3, alludes to the County partially funding a transit service between Downtown Charlottesville and Woolen Mills for five years; and

WHEREAS, the Board finds it is in the best interest of the County to enter into a Shuttle Bus Service Agreement with Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc., securing transit services to the Woolen Mills site.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Shuttle Bus Service Agreement between the County, Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc., and authorizes the County Executive to execute the Agreement on behalf of the County once it has been approved as to substance and form by the County Attorney.

* * * * *

This agreement was not executed.

**SHUTTLE BUS SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBEMARLE, WILLOWTREE, INC.,
WOOLEN MILLS, LLC, AND JAUNT, INC.**

This Agreement is entered into as of ____ April, 2020, between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (“*County*”), WillowTree, Inc., a Virginia corporation (“*WillowTree*”), Woolen Mills, LLC a Virginia limited liability company (“*Developer*”) and Jaunt, Inc., a Virginia corporation (“*Jaunt*”).

RECITALS

- A. The County, WillowTree, Inc., and Developer wish to establish a shuttle bus service between Downtown Charlottesville proper and the new Woolen Mills development located on Broadway Street in Albemarle County; and
- B. Jaunt has the necessary expertise, skill, and business infrastructure to perform such services; and
- C. Jaunt’s proposal can best meet the needs of WillowTree; and
- D. The County is enabled to enter into this Agreement pursuant to Virginia Code §§ 15.2-947, 15.2-950, and 15.2-1300 as an exercise of joint powers to provide and facilitate public transportation to and within Albemarle County; and
- E. This Agreement is in furtherance of and as contemplated by the First Amended Economic Opportunity Fund Performance Agreement dated 31 October 2019 between the County, Developer, and the Economic Development Authority of Albemarle County, Virginia, wherein the County and Developer, acknowledged the transit obligation, amongst other elements of the project, would stimulate additional tax revenues, generate economic activity, and constitute a valid public purpose.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between the County, WillowTree, Developer, and Jaunt consist of this Agreement including:

- EXHIBIT A Definitions
- EXHIBIT B Scope of Services
- EXHIBIT B-1 Shuttle Bus Schedule.

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above and attached hereto contain all of the agreements, representations, and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. DEFINITIONS

Each reference in the body of this Agreement to specific terms or phrases set forth in **EXHIBIT A** shall have the specific meanings and/or contain the respective express information set forth below. To the extent there is a conflict between the information in **EXHIBIT A** and any more specific provision of this Agreement, the more specific provision contained in the Agreement shall control.

3. TERM OF AGREEMENT

The initial term of this Agreement is from March 1, 2020, to June 30, 2021 which is considered the first year of the Agreement. The term will automatically renew for 12 months on each successive June 30th until June 30, 2025, or unless otherwise terminated as set out in the provisions of Section 7.

4. SCOPE OF SERVICES

Jaunt's services must be completed according to the schedule set out in **EXHIBIT B**, "*Scope of Services*."

5. ADDITION OR DELETION OF SCOPE OF SERVICES

The parties may agree to add or delete areas designated for Shuttle Bus Service and/or Scope of Services. Jaunt will advise the County, WillowTree, and Developer of the effect on its pricing and schedule based on any proposed changes. Any and all changes in Scope of Services and compensation will only become effective upon execution of a signed addendum between the County, WillowTree, Developer, and Jaunt specifying the change in the Scope of Services and any adjustment to the Fee.

6. COMPENSATION

Albemarle County shall pay Jaunt quarterly (the "*Fee*") subject to the fee cap and receipt of contribution deposits defined below for the Shuttle Bus Services provided pursuant to this Agreement (with a 4% increase effective July 1, 2021). This figure will fully compensate Jaunt for all of its out-of-pocket expenses to fulfill the Scope of Services (including but not limited to all costs related to Shuttle Bus drivers; maintenance and supervisory staff; support vehicles; bus cleaning, maintenance, and repair operations; administrative; safety, management and dispatch staff; insurance costs; fixed facility and equipment costs; taxes; overhead) and a profit.

The maximum Fee for the period March 1, 2020 through June 30, 2021, will be \$120,000; and the maximum Fee for any renewal period will be \$120,000.

Within two weeks of full execution of this Agreement, Developer must deposit with the County \$80,000 to cover its and the County's first year payments. WillowTree must deposit \$40,000 with the County within the same time to cover its first year payments. Developer will be responsible for two-thirds of the first year charges and WillowTree will be responsible for one-third. Deposits with the County exceeding Jaunt's first year charges will be credited towards second year deposits.

Before July 1 of each renewal year, Developer and WillowTree must each deposit with the County \$40,000 to cover that renewal year's Jaunt charges. The County will contribute \$40,000 to cover its share of that year's Jaunt charges. The County, Developer, and WillowTree each will be

responsible for one-third of the renewal year charges. Deposits exceeding Jaunt's annual charges will be credited towards renewal year deposits or returned to the contributing party upon expiration of this Agreement.

From the deposits and the County's required contribution, the County agrees to pay Jaunt in arrears, upon receipt of a quarterly invoice, the Fee for actual Shuttle Bus Service provided by Jaunt. The quarterly statement shall set forth the number of hours of Scheduled Shuttle Bus Service provided during the quarter subject to maximum annual Fee limits.

7. TERMINATION

7.1 Termination for convenience. The County, WillowTree, and Developer shall have the right to terminate this Agreement, without cause, by giving not less than ninety (90) days' written notice of termination.

7.2 Termination for default. If Jaunt fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the County, WillowTree, and Developer may terminate this Agreement immediately upon written notice.

7.3 Payments upon Termination. If this Agreement is terminated because of Jaunt's default or election not to renew, the County's obligation to provide transit services shall be limited to contributing funds through grants to the EDA, subject to annual limits and according to the payment schedule described in Section 6, to Developer and/or WillowTree to support their efforts to replace the Shuttle Bus Service.

7.4 Effect of Termination. The termination of this Agreement for any reason shall not affect any right, obligation or liability which has accrued under this or any other Agreement or commitment, including the lease between WillowTree and Woolen Mills dated July 16, 2018, containing Woolen Mills' commitment to provide \$40,000 annually toward the cost of a shuttle, and the Albemarle County Board's July 2018 commitment to provide \$40,000 annually toward the cost of a shuttle Agreement on or before the effective date of such termination subject to Section 20.12 (Non-Appropriation).

8. INDEMNIFICATION

8.1 Jaunt's indemnification to the County, WillowTree, and Developer. Jaunt covenants and hereby agrees to indemnify, defend, protect, and hold harmless the County, Developer, and WillowTree ("the Indemnified Parties") from and against any and all claims, demands, damages, obligations, liabilities, losses, costs, expenses, reasonable attorneys' fees, penalties, suits, or judgments, at any time received, incurred, or accrued by any of the Indemnified Parties arising out of or resulting in whole or in part from any act (or failure to act) of Jaunt, its officers, employees, agents, permittees, or invitees, or which results from their noncompliance with any laws respecting the condition, use, occupation, or safety of the Shuttle Buses, or any part thereof, or which arises from the Shuttle Services, or which arises from Jaunt's failure to do anything required under this Agreement, except as may arise from the sole active negligence or the sole willful misconduct of any of the Indemnified Parties. The right to full indemnity hereunder shall arise notwithstanding that principles of joint, several, or concurrent liability or comparative negligence might otherwise impose liability on any of the Indemnified Parties pursuant to statutes, ordinances, regulations, or other laws. This Section shall survive termination of this Agreement.

8.2 Jaunt's assumption of risk. Jaunt agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage, or injury to the person or property of Jaunt, the County, WillowTree, Developer, their respective directors, officers, employees, students, guests, and agents, that may occur in, on, or about the Shuttle Buses at any time and in any manner, except such loss, injury, or damage as may be caused by the sole active negligence or the sole willful misconduct of the County, WillowTree, Developer, their respective officers, employees, or agents, or any passengers. The indemnification obligations of Jaunt shall include the obligation of Jaunt to defend, indemnify, protect and hold the County, WillowTree, and/or Developer from and against fines, costs, claims, damages, obligations, suits, judgments, penalties, proceedings, causes of action, losses, liabilities (including those arising under the Americans With Disabilities Act of 1990), and reasonable attorneys' fees, which arise from Jaunt's activities under this Agreement.

8.3 Damage by Jaunt. If Jaunt's employees cause any injury, damage, or loss to any property of the County, WillowTree, or Developer, Jaunt shall repair such injury, damage, or loss at its sole cost and expense.

8.4 Indemnification to the County. Developer agrees to indemnify, hold harmless, and defend the County, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and any amendments thereto and/or any act or omission of an officer, director, agent, employee, or representative of Developer, its successors and assigns to the extent that such liability or damage is caused in whole or in part by Developer's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination. WillowTree agrees to indemnify, hold harmless, and defend the County, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and any amendments thereto and/or any act or omission of an officer, director, agent, employee, or representative of WillowTree, its successors and assigns to the extent that such liability or damage is caused in whole or in part by WillowTree's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

9. INSURANCE REQUIREMENTS

9.1 Required Insurance Coverage. Jaunt agrees to have and maintain commercial general liability insurance coverage against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the Shuttle Bus Services by Jaunt, its agents, representatives, and employees, in the amount of at least \$5,000,000 per occurrence for bodily injury, personal injury and property damage. All policies, endorsements, certificates and/or binders shall be subject to approval by the County, WillowTree, and Developer as to form and content. These requirements are subject to amendment or waiver if approved in writing by the County, WillowTree, and Developer. Jaunt agrees to provide the County, Developer and WillowTree with a copy of all policies, certificates, and/or endorsements before work commences under this Agreement.

The policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, WillowTree, and Developer and their respective officers, employees, guests, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Jaunt and Jaunt's operations of Shuttle Buses or other vehicles owned, leased, hired, or borrowed by Jaunt. The coverage shall contain no special limitations on the scope of protection afforded to the County, WillowTree, and Developer, or their respective officers, employees, guests, and agents.
- b. Jaunt's insurance coverage shall be primary insurance as respects the County, WillowTree, or Developer, and their respective officers, employees, guests, and agents. Any insurance or self-insurance maintained by the County, WillowTree, and Developer, or their respective officers, employees, guests, and agents shall be excess of the Jaunt's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, WillowTree, and Developer, or their respective officers, employees, guests, or agents.
- d. Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Albemarle County, WillowTree, and Developer.

9.2 Acceptability of Insurance. Insurance is to be placed with insurers acceptable to the County, WillowTree, and Developer's Risk Manager.

10. INDEPENDENT CONTRACTOR

Jaunt, in the performance of this Agreement, will be considered an independent contractor. It shall not be represented, and Jaunt shall not represent itself, as an extension of the County, WillowTree, or Developer. Jaunt shall maintain complete control over all of Jaunt's employees and Jaunt's operations. Neither Jaunt nor any person retained by Jaunt may represent, act, or purport to act as the agent, representative, or employee of the County, WillowTree, or Developer. Neither Jaunt nor the County, WillowTree, or Developer is granted any right or authority to assume or create any obligation on behalf of the other.

11. COMPLIANCE WITH LAWS

Jaunt shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

12. NONDISCRIMINATION

Jaunt agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

13. DEFAULT BY JAUNT

13.1 Conditions of Default. In addition to the other defaults specified in this Agreement, the County, WillowTree, or Developer may determine that Jaunt is in default under this Agreement if:

- a) Jaunt fails to promptly commence services on the Commencement Date; or
- b) Jaunt fails duly and punctually to make any payment required hereunder, when due;
or
- c) Jaunt makes a general assignment of its assets for the benefit of Jaunt's creditors except for usual and customary credit and security arrangements entered into with banks or other commercial lending institutions; or
- d) Jaunt makes an assignment hereunder in violation of the provisions of this Agreement, whether voluntary or by operation of law; or Jaunt fails to provide Services, or to provide the Services in a timely manner as specified in **Exhibit B** for any period of time;
or
- e) Jaunt becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- f) the interest of Jaunt under this Agreement shall be transferred, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm, corporation, or entity; or
- g) The County, WillowTree, or Developer determine that there is a reasonable probability that Jaunt's financial condition is impaired and that Jaunt cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of the County, WillowTree, and Developer's demand for same; or
- h) Jaunt fails to keep, perform, and observe any other promise, covenant, and agreement set forth in this Agreement, and such failure shall continue for a period of more than ten (10) days after delivery by the County, WillowTree, or Developer of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time, in excess of ten (10) days and Jaunt shall have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control;
or
- i) any representation or warranty made by Jaunt hereunder or under any instrument delivered in connection herewith shall have been false or misleading in any material respect as of the date on which such representations or warranty was made.

13.2 Remedies. Upon the occurrence of a Default, the County, WillowTree, and Developer shall have the following rights and remedies, in addition to all other rights and remedies provided by law or at equity, to which Albemarle County, WillowTree, and Developer may resort cumulatively, or in the alternative.

13.21 Termination. Upon any default, the County, WillowTree, or Developer shall have the right to terminate this Agreement by giving Jaunt written notice of termination in which event this Agreement shall terminate on the date set forth for termination in such notice. Any termination under this paragraph shall not relieve Jaunt from any claim for damages or fees previously accrued or then accruing against Jaunt.

13.22 Damages. In the event Albemarle County, WillowTree, or Developer elects to terminate this Agreement, Jaunt shall pay all amounts owing at the time of termination on account of Jaunt's breach of any term, covenant, or condition of this Agreement including but not limited to unpaid or unearned fees plus interest thereon on all such amounts from the date due until paid at the judgment interest rate; and any other amount to compensate fully for all detriment and damage proximately caused by Jaunt's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom.

13.23 Liquidated Damages. Jaunt understands and agrees that one of the County, WillowTree, and Developer's primary goals in entering into this Agreement is to ensure that customer service provided to the employees and invitees of WillowTree and Developer's tenants using the Shuttle Bus services is of the highest caliber and is consistent with the image that WillowTree and Developer want to project to their users and visitors. Jaunt further agrees that WillowTree and Developer will suffer damage if Jaunt fails to meet these standards and that, due to the nature of certain breaches, the actual damage to WillowTree and Developer would be difficult to quantify.

JAUNT, WILLOWTREE, AND DEVELOPER AGREE THAT THE AMOUNTS SET FORTH IN SUBSECTIONS 13.2.4 BELOW SHALL BE IMPOSED AS LIQUIDATED DAMAGES IF JAUNT BREACHES THE PERFORMANCE STANDARDS REQUIRED BY THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ACTUAL DAMAGES IN THE EVENT OF A BREACH OF SUCH PERFORMANCE STANDARDS WOULD BE IMPRACTICAL OR VERY DIFFICULT TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNTS SET FORTH IN SUBSECTION 13.2.4 BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF DAMAGES IN THE EVENT OF SUCH BREACH. ACCEPTANCE OF ANY LIQUIDATED DAMAGES AS A RESULT OF A PERFORMANCE STANDARD BREACH SHALL NOT PREVENT DEVELOPER OR WILLOWTREE FROM EXERCISING ANY OTHER RIGHT OR REMEDY FOR DEFAULT AVAILABLE TO EITHER PARTY UNDER THIS AGREEMENT

13.24 Performance Standard Breaches. The following specified breaches shall be referred to as "Performance Standard Breaches." Jaunt agrees to have imposed in the amount specified below as liquidated damages for the applicable breach.

No drivers for designated scheduled route	\$500.00 per occurrence
Passenger waiting for Shuttle Bus more than thirty (30) minutes during normal operating hours	\$25.00 per passenger per occurrence
Number of complaints exceeds three (3) in any one calendar month period	Warning for first three (3) complaints, \$100.00 for 4 th complaint in calendar month, \$25.00 for each additional complaint per calendar month
Shuttle bus driver not in uniform with name badge display while operating Shuttle Bus	Warning for first violation per calendar month, \$25.00 per additional violation per calendar month
Shuttle Bus driver failing to comply with the performance standards as set out in this Agreement	Warning for first violation per calendar month, \$25.00 per additional violation per calendar month
Failure to make Shuttle Buses available as stipulated in this Agreement	\$500.00 per occurrence

Upon determining the existence of a Performance Standard Breach, the County, WillowTree, and/or Developer shall issue a written notice to Jaunt of the occurrence of such breach and claim for liquidated damages. The notice of Performance Standard Breach shall become final unless the County, WillowTree, and Developer receive from Jaunt no later than ten (10) calendar days after the date of the notice of Performance Standard Breach is received by Jaunt, a written statement from Jaunt including Jaunt’s evidence that the breach did not occur. The County, WillowTree, and Developer shall review such evidence and determine, in their reasonable discretion, whether Jaunt has demonstrated that the breach did not occur. If such written evidence is not received within ten (10) calendar days of the date Jaunt received the notice of Performance Standard Breach, the determination shall be final and the applicable liquidated damages shall be deducted from the next scheduled payment due to Jaunt.

13.25 No waiver. The agreement as to liquidated damages hereunder by the County, WillowTree, and/or Developer shall not be deemed to be a waiver of any preceding violation by Jaunt of any provision of this Agreement regardless of knowledge of such preceding or subsequent violation at the time such liquidated damage is deducted or the waiver of any other right or remedy allowed in law or in equity. The consent or approval to any act of Jaunt requiring approval shall not be deemed to waive or render unnecessary the need for consent to or approval of any subsequent similar act of Jaunt.

14. JAUNT’S BREACH NOT WAIVED

In the event of any breach of this Agreement by Jaunt, the County, WillowTree, and Developer may, at any time without notice and without any obligation to do so (implied or otherwise), and upon condition that it be for the account and at the expense of Jaunt, and without a waiver of such breach, perform any act which if performed by Jaunt would otherwise cure the breach. If in so doing the County, WillowTree, and/or Developer are required or elect to pay any moneys or do any acts which will require the payment of any moneys or the incurring of any costs or expenses, Jaunt covenants to reimburse the sum or sums of money paid or incurred, together with interest at judgment rate until paid. The receipt showing payment by the County, WillowTree, and/or Developer shall be

prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred on behalf of Jaunt.

15. REPRESENTATIONS AND WARRANTIES

Jaunt represents, warrants, and covenants as follows:

That Jaunt has the power and authority to enter into this Agreement, that the Board of Directors of Jaunt has by corporate resolution approved such power and authority to enter into this Agreement and bind Jaunt, that this Agreement shall be properly executed, delivered, and performed by Jaunt and shall be binding upon Jaunt, and that the individual executing this Agreement is duly authorized to do so.

That Jaunt shall furnish true and accurate financial statements, records, reports, resolutions, certifications, and other information required under **EXHIBIT B** as may be reasonably requested of Jaunt from time to time during the term of this Agreement.

That Jaunt is in compliance with all local, state, and federal laws related to the Services.

That Jaunt possesses the necessary experience and qualifications to provide the Shuttle Bus Services.

That all information provided in connection with the award of this contract is true and correct in all material respects.

16. JAUNT'S BOOKS AND RECORDS

16.1 Maintenance of records. Jaunt shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Jaunt pursuant to this Agreement.

16.2 Inspection. Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the County, WillowTree, or Developer. Jaunt shall provide copies of such documents for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Jaunt's address indicated for receipt of notices in this Agreement.

17. ASSIGNABILITY

Jaunt may not assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the County, WillowTree, and Developer, which may be granted, conditioned, or withheld in their sole discretion.

18. GOVERNING LAW

This Agreement shall be construed, and its performance enforced, under the laws of the Commonwealth of Virginia, without reference to conflicts of law principles.

19. NOTICES

Any Party may change its address by giving notice as this section provides. All notices must be in writing and sent to the following addresses, unless duly changed, by facsimile, email (with receipt requested), or by UPS or Federal Express overnight delivery service:

Each Notice to the County shall be addressed as follows:

Albemarle County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
Attention: Jeffrey B. Richardson, County Executive
Email: jrichardson3@albemarle.org

Designated Representative: Douglas C. Walker
Email: dwalker@albemarle.org

With a copy (which shall not constitute notice):

Albemarle County Attorney
401 McIntire Road, Suite 325
Charlottesville, VA 22902
Attention: Greg Kamptner, Esq.
Email: gkamptner@albemarle.org

Each Notice to Jaunt shall be addressed as follows:

JAUNT, Inc.
104 Keystone Place
Charlottesville, Virginia 22902-6200
Attention: Brad Sheffield, CEO
Email: brads@ridejaunt.org

Each Notice to WillowTree shall be addressed as follows:

WillowTree
____ Broadway Street
Charlottesville, Virginia
Attention: Tobias Dengel, CEO
Email:

With a copy to:

Michael Signer, Esquire
____ Broadway Street
Charlottesville, Virginia

Each Notice to Developer shall be addressed as follows:

Woolen Mills, LLC
1012-C Druid Avenue
Charlottesville, Virginia 22902
Attention: Brian H. Roy
Email:

With a copy to:

Peter J. Caramanis, Esquire
Royer & Caramanis, PLC
200-C Garrett Street
Charlottesville, Virginia 22902

The date such notice shall be deemed to have been received shall be the first to occur of (i) the actual date of receipt if delivered prior to 5:00 pm local time, or (ii) the first calendar day after delivery thereof to UPS or Federal Express ("next day delivery") or delivery of a facsimile or email after 5:00 pm local time.

20. MISCELLANEOUS

20.1 Entire agreement. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto.

20.2 Headings. The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

20.3 Gender; Number; Including. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, and vice versa, as the context may require. The term "including" and variants thereof shall mean "including without limitation."

20.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A faxed, scanned, or electronic signature shall be as effective as an original.

20.5 Severability. If a court of competent jurisdiction finds or rules that any Provision of this Agreement is void or unenforceable, the remaining Provisions of this Agreement shall remain in effect.

20.6 Successors and assigns. The provisions of this Agreement shall, subject to the provisions of this Agreement concerning transfer, apply to and bind the successors and assigns of the parties hereto. An assignment by one party must be approved in writing in advance by the remaining parties.

20.7 No joint venture. The parties do not intend to create a joint venture, partnership, or employer-employee relationship. Jaunt is acting solely as an independent contractor and not as an

agent of the County, WillowTree, or Developer. No party has any authority to bind or commit any other party in any way.

20.8 No Third-Party Beneficiaries. This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.

20.9 No Waiver of Sovereign Immunity or Other Immunities. This Agreement and any action taken by the County or its Board of Supervisors pursuant to this Agreement is not, and must not be construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County or the Board of Supervisors.

20.10 Non-Liability of County Officers and Employees. No County Supervisor or other County officer or employee shall be personally liable to any of the other parties if there is any default or breach by the County or the Board of Supervisors pursuant to this Agreement.

20.11 Non-appropriation. The obligation of the County to contribute Payments as provided in this Agreement is subject to, and dependent upon, appropriations being made from time to time by the Board. Therefore:

- (a) Obligations in the Event of Non-appropriation. If the Board of Supervisors does not appropriate the County's contribution, then this Agreement shall terminate and the remaining parties shall have no further obligation under this Agreement.
- (b) This Agreement does not Establish an Irrevocable Obligation. Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the County to contribute to Jaunt as provided in this Agreement.

20.12 Interpretation of this Agreement. This Agreement shall be interpreted in accord with how any terms are defined in this Agreement and otherwise by applying the plain and natural meaning of the words used. The Parties and their respective legal counsel have fully participated in the preparation and negotiation of this Agreement and, accordingly, waive any rule of construction that this Agreement be construed for or against any party by reason of authorship.

20.13 Exhibits and addenda. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

20.14 Dispute Resolution. If there is a dispute of any kind between any parties arising under this Agreement, the resolution process, upon the written request of a party, shall be as follows, unless specifically provided otherwise in this Agreement:

- a. Designation of a Senior Representative; Negotiation. Each of the parties to whom the dispute pertains will designate one or more senior representatives to negotiate with the other parties' senior representatives in good faith and as necessary to attempt to resolve the dispute without any formal proceedings.
- b. Corrective Action. If the negotiated resolution of the dispute requires any party to take, cause to be taken, or cease taking some action or practice, that party shall do

- so within a reasonable period of time, not to exceed 30 days.
- c. Dispute Resolution Process a Prerequisite to Starting Court Proceedings. No party may initiate court proceedings by filing an action in a court of competent jurisdiction to resolve a dispute until the earlier of: (i) a good faith mutual conclusion by the senior representatives that amicable resolution through continued negotiation of the dispute does not appear likely; or (ii) 60 days after the initial request to negotiate the dispute. After either condition has occurred, a party may file an action in the jurisdiction and venue provided in this Agreement and may pursue any other remedy available at law or in equity. Each party shall be responsible for its own fees and costs.
 - d. When the Dispute Resolution Process is Not Required. Nothing in this Section 20.14 will, however, prevent or delay a Party from instituting court proceedings to: (i) avoid the expiration of any applicable limitations period; or (ii) seek declaratory and injunctive relief.

20.15 Force Majeure. If a party's timely performance of any obligation in this Agreement is interrupted or delayed by any occurrence that is not caused by the conduct of the officers or employees of any party, whether the occurrence is an "Act of God" such as lightning, earthquakes, floods, or other similar causes; a common enemy; the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of the parties, then performance is excused for a period of time that is reasonably necessary after the occurrence to remedy the effects thereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

JAUNT, INC.,
a Virginia corporation

By: _____ [SEAL]
Brad L. Sheffield
Chief Executive Officer

WOOLEN MILLS, LLC
a Virginia limited liability company

By: _____ [SEAL]
Brian Roy
Manager

WILLOWTREE, INC.,
a Virginia corporation

By: _____ [SEAL]
Tobias Dengel
Chief Executive Officer

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ [SEAL]
Jeffrey Richardson
County Executive

Approved as to Form Only:

County Attorney

**EXHIBIT A
DEFINITIONS**

Each reference in the body of the Agreement to specific terms or phrases set forth in this Exhibit shall have the specific meanings and/or contain the respective express information set forth below. To the extent there is a conflict between the information in this Exhibit and any more specific provision of the Agreement, such more specific provision shall control.

“Agreement” means this Shuttle Bus Service Agreement between Albemarle County, WillowTree, Woolen Mills, and Jaunt.

“Assignment” means any dissolution, merger, consolidation or other reorganization of Jaunt, or the sale or transfer of a controlling percentage of the capital stock or membership interests of Jaunt, or the sale of at least fifty-one percent (51%) of the value of the assets of Jaunt.

“Business Day” means any calendar day except a Saturday, Sunday, and any day observed as a Holiday by WillowTree.

“Commencement Date” means the date that Jaunt’s obligations under this Agreement begin.

“Day” means any calendar day, unless a Business Day is specified. The time in which an act is to be performed shall be computed by excluding the first day and including the last day.

“Effective Date” means the date upon which the County, WillowTree, Developer and Jaunt have all executed this Agreement which date shall be set out in the first paragraph on page 1 of this Agreement by the last party to sign the Agreement.

“Fee” means the total compensation payable to Jaunt for fulfilling the Scope of Services pursuant to Section 6.

“Indemnified Parties” means the County, WillowTree, and Developer, their respective directors, officers, employees, and agents.

“Holiday” means each of the following days when the WillowTree is closed: New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, day before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, and December 24 through 28.

“Jaunt” means JAUNT, Inc., a corporation duly organized and authorized to do business in the Commonwealth of Virginia.

“Performance Standard Breaches” means Jaunt’s failures to perform as more particularly described in Section 13.2.4.

“Scope of Services” means the services, equipment, and personnel to be provided by Jaunt as more fully set forth in EXHIBIT B.

“Shuttle Bus” means a passenger transport vehicle that provides 10 or more seating.

“Shuttle Bus Service” means the Shuttle Bus Service provided by Jaunt pursuant to the terms of this Agreement.

“Shuttle Bus Stop” means each of the stops designated by the County, WillowTree, and Woolen Mills for use by the Shuttle Buses.

“VADMV” means the Virginia Department of Motor Vehicles.

“USDOT” means the United States Department of Transportation.

EXHIBIT B SCOPE OF SERVICES

Jaunt shall perform the following services and provide the following equipment:

1. SERVICES AND EQUIPMENT

1.1 General. The Shuttle Bus Service is intended to provide timely and convenient transportation between Downtown Charlottesville proper and the Woolen Mills development for WillowTree employees and guests, and tenants and guests of Developer. During the term of this Agreement, Jaunt shall provide the highest level of professional, courteous, safe, and efficient Shuttle Bus Service in a quiet and orderly manner, so as not to annoy, disturb, injure, harm, or offend the general public or the passengers using the Shuttle Buses. The Shuttle Bus Service shall include, without limitation: (a) operating Shuttle Buses in accordance with the Shuttle Service Schedule of arrival and departure times attached as **EXHIBIT B-1**; (b) providing licensed, well-trained, professional, and courteous Shuttle Bus drivers to operate the Shuttle Buses and to assist the passengers; and (c) rendering such other related services as may be requested by Albemarle County, WillowTree, and Developer, or more fully set forth in this Agreement.

1.2 Provision and maintenance of Shuttle Buses. At minimum, Jaunt will provide one new ADA accessible passenger shuttle bus (minimum 10 passenger capacity); the Shuttle Bus shall be used solely and exclusively to fulfill Jaunt's obligations under this Agreement and for no other purpose. Wi-Fi will be available for passenger use at all times during Shuttle Bus Service Hours. Each Shuttle Bus will be equipped with bike racks (where legally allowed by Virginia state inspection code) and universal serial bus charging ports, which will be located at passenger seats.

Jaunt is responsible for providing all routine and necessary maintenance and repairs to the Shuttle Buses to ensure efficient and safe operation at all times. Jaunt shall direct its employees to monitor the condition of the Shuttle Bus during the course of operation of the Shuttle Bus, and to promptly report to Jaunt any items of concern.

Each Shuttle Bus will be "wrapped" with Jaunt's "Connect" brand. Each Shuttle Bus shall contain only such route/destination signs and messages that are applicable to the service provided.

1.3 Shuttle Bus Stops and signage. Jaunt will provide Shuttle Bus Stop signs and poles at each Shuttle Bus Stop. If applicable to the specific stops for the specific service to WillowTree, WillowTree will provide logo and artwork for signage and have final design approval. All Shuttle Bus Stops will be ADA compliant. Developer will provide and service a trash receptacle at the Woolen Mills stop(s).

1.4 Transit Visualization System (TransLoc GPS/AVL System). Jaunt will provide and install in each Shuttle Bus all hardware, equipment, and software, including GPS and wireless equipment and internet, required to access the TransLoc mobile application so that passengers may check actual locations of the Shuttle Buses and estimated Shuttle Bus arrival times. The use of this system will allow Jaunt, WillowTree, and passengers to pinpoint locations and specific routes and to provide accurate arrival estimates and locations for all Shuttle Buses on all routes; and will provide, by way of example, information such as management tracking, service hours, historical playback, web based exportable reports including on-time performance, headways, and all arrivals and departures for every Shuttle Bus. As these proceeding items are listed as examples of information only, they are not specifically required under this Agreement.

2. JAUNT PERSONNEL

2.1.1 Shuttle Bus drivers. All of Jaunt's Shuttle Bus drivers and shift supervisors shall be properly licensed and shall possess satisfactory work qualifications and experience with respect to their areas of responsibility. Jaunt shall not employ as a driver of a Shuttle Bus under the Agreement any person who has a poor record for operating any motor vehicle, including a Shuttle Bus. For purposes of this section, a poor driving record means any conviction for driving under the influence or a negative point balance as shown on the driver's record as compiled by the VADMV. A driver must also qualify for a commercial driving license under the applicable rules and regulations promulgated by USDOT and VADMV. Jaunt shall comply with USDOT's requirements for pre-employment drug and alcohol testing, and Jaunt shall participate in a consortium for random drug and alcohol testing for its employees. Jaunt shall maintain at all times a personnel file for each employee that shall include verifications of employment and the employee's driver's license number and expiration date and any other information required by VADMV. Jaunt represents and warrants that all Shuttle Bus drivers are duly qualified to operate the Shuttle Buses, and that they will all be properly trained in the use and operation of the Shuttle Buses.

2.1.2 Employee use of cell phones. No driver of any shuttle bus shall drive while using a wireless telephone or cell phone. Drivers shall use radios provided by the Jaunt.

2.1.3 Employee appearance and conduct. All employees, while acting within the course and scope of employment by Jaunt in the provision of Shuttle Bus Service under this Agreement, shall be clean, neat in appearance, and uniformly attired, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Jaunt shall control the conduct, demeanor, and appearance of its agents, employees, and officers while providing the Shuttle Bus Service.

2.1.4 Uniforms and badges. All Shuttle Bus drivers will wear khaki pants, with polo shirts and jackets bearing Jaunt's "Connect" logo. The drivers shall wear in plain view a Jaunt-issued photo identification badge. Each Shuttle Bus driver shall wear as part of the uniform a reliable watch on his or her person during a work shift.

2.1.5 Customer service. All Shuttle Bus drivers shall provide appropriate customer service to passengers including, but not limited to, ADA required assistance and providing information and directions.

3. SHUTTLE BUS SCHEDULE

Jaunt shall operate the Shuttle Buses on every Business Day during the hours 8:00 a.m. through 7:00 p.m. Attached as **EXHIBIT B-1** is the initial Shuttle Bus Schedule. Jaunt will ensure that the Shuttle Bus will arrive no later than two (2) minutes after the designated arrival time at least ninety (90%) percent of each Business Day, provided that Jaunt shall not be responsible for delays beyond its control such as road repairs or major traffic delays that are not customary on the route.

Any proposed changes to the schedule must be submitted to the County, WillowTree, and Developer at least ten (10) days in advance of any proposed change and must be approved in writing prior to implementing the change.

Jaunt covenants to continuously operate the Shuttle Bus as specified in the Shuttle Bus Schedule during the term of the Agreement, and the failure of Jaunt to do so shall constitute a material event of default.

4. CLEAN AND ORDERLY CONDITION

Jaunt shall maintain the interior and the exterior of the Shuttle Buses in a clean, neat, and orderly manner at all times and provide for the timely disposal of trash and debris; and Jaunt shall establish a schedule to ensure interior cleaning of the buses are conducted by Jaunt on a regular basis. Interior cleaning should include, but not be limited to dusting, vacuuming, and spot/spill cleaning.

5. ENFORCEMENT OF NO SMOKING REQUIREMENTS

Jaunt shall post "NO SMOKING" signs on all Shuttle Buses. Jaunt shall ensure that the bus drivers inform passengers, as necessary, that smoking is prohibited on all Shuttle Buses at all times.

6. EQUIPMENT AND SUPPLIES

Jaunt shall provide any and all equipment and supplies that are necessary to provide the Shuttle Bus Service, including, without limitation, Shuttle Buses, employee uniforms, radio communication equipment, radio communication equipment, and reasonable and necessary office equipment. Jaunt shall obtain any and all required permits and licenses to operate the Shuttle Buses and such radios.

EXHIBIT B-1
SHUTTLE BUS SCHEDULE

Initial Shuttle Bus Schedule

(or substantially similar schedule as may be determined by Woolen Mills and WillowTree)

Two stops for pick-up within one (1) block of the Broadway route, including one on or immediately next to the Downtown Mall.

Monday through Friday

8:00 am – 10:00 am – continuous loop operation – (average travel time TBD)
10:00 am – 12:00 pm – at least one loop per hour
12:00 pm – 2:00 pm - continuous loop operation
2:00 pm – 5:00 pm – at least one loop per hour
5:00 pm – 7:00 pm - continuous loop operation

In the event Jaunt employs a vendor-based platform such as Routematch to provide the Services, the written consent of WillowTree will be required.

Item No. 11.3. Parking Agreement for Parking Spaces at The Daily Progress.

The Executive Summary forwarded to the Board states that the Northside Library Branch of the Jefferson Madison Regional Library (JMRL), located at 705 Rio Road West, Charlottesville, VA, opened on March 15, 2015. Co-located in the building are the County's warehouse and the Albemarle County Public Schools (ACPS) English as a Second or Other Language (ESOL) program and training room. Site constraints limit the number of parking spaces to 80.

Since the opening of the Northside Library Branch of the JMRL, the adequacy of patron parking has been an issue. This is attributed to the overall success of the branch at the new location (an approximate 30% increase in annual door count from the previous location, and the non-JMRL operations at the facility. Parking lot redesign options were explored, but staff concluded that any net increase in parking would be minimal. To help mitigate the issue, the County entered into an agreement with The Daily Progress on May 1, 2017 to lease 21 parking spaces to be used by County local government, ACPS, and JMRL staff, freeing up a corresponding 21 spaces at the Library for patron use. Subsequent to that agreement, the JMRL entered into agreements with The Daily Progress and Sentara-Martha Jefferson for an additional 18 parking spaces. The agreement with The Daily Progress for the 21 parking spaces will expire on April 30, 2020. The Daily Progress is receptive to a renewal; however, they were recently sold to Lee Enterprises and cannot execute an agreement under the new owner's name until the sale closes on or about March 16, 2020. The initial term of the new proposed agreement with Lee Enterprises would commence May 1, 2020 and end April 30, 2021 with options to renew for additional

one-year terms.

The rent for the first term of the agreement is expected to be \$15,120.00. This cost would be shared equally among the Local Government, the ACPS, and the JMRL. Funding for the remainder of FY2020 is already included in their respective budgets. Funding for FY2021 is incorporated in the respective budget submittals.

Staff recommends the Board adopt the attached resolution (Attachment A) approving the rental of 21 parking spaces at The Daily Progress office building and authorizing the County Executive to execute the parking agreement once it has been approved as to substance and form by the County Attorney.

Ms. Price said she wanted to discuss Item 11.3 (Parking Agreement for Parking Spaces at The Daily Progress). She said there are two different agreements: one for 21 parking spaces, and one for 18 parking spaces, next to the Northside Library. She said the one for 21 parking spaces comes up for expiration and a renewal for \$15,000 to have those spaces. She said all 39 spaces have effectively been used for County employees to park so patrons have better access to Northside Library, where parking is restricted.

Ms. Price said she appreciated the information Mr. Richardson sent to her that day about the parking limitations at Northside Library and how given a period of unemployment, it is very likely that the utilization of the library will be increased once they get back to a point in time where they are able to get past social distancing. She said many citizens may use the resources at the library.

Ms. Price said she recognized it was only \$15,000, but that the two items removed from the Consent Agenda are, collectively, things the Board needs to look at in the sense of what business operation they will go forward with based upon what she believes will be a significantly changed financial situation for the County, with reduced revenues and many people losing their jobs.

Ms. Price said with both this item and 11.6., there is the challenge of what the Board should do, and how the County should spend its money on things that may not necessarily, at this point in time, be seen as essential services. She said the Governor said that day that he expects the social distancing will last until sometime in June, and that the peak of the COVID-19 pandemic will not come to the area until mid- to late May.

Ms. Price asked if they therefore need to sign a contract that goes into effect on May 1 when they have at least a couple months where they will not be able to use it. She asked if they should wait and sign the contract later as they see where things are going economically.

Ms. Mallek said that libraries everywhere were overwhelmed, and will be even more so, going forward. She said if these parking spaces are not leased by the County, they will likely be leased by someone else. She said without those 21 spaces, they will go back to a situation at Northside where it is difficult (especially for the handicapped) to access the building. She explained that the upper spaces fill up quickly, and that it is a long way to walk at the bottom lot.

Ms. Mallek said while she understood the concern, she was also concerned that they would lose the spaces if they waited. She asked if there was a way to have an extension on this to start until June, which would help to resolve Ms. Price's concern. She said the library, without those spaces, has a difficult time operating.

Ms. Palmer said while she agreed with much of what Ms. Price said, and that the Board was concerned going forward watching what they spend, she agreed with Ms. Mallek. She said the library will be extremely important when they come out of the disaster for people to have a way to find jobs, use internet services, etc. She said she was concerned that the parking spots might go away if they do not renew. She said she believed the savings from a couple months would be minimal, but that she was willing to postpone it if needed and if staff was not concerned about them losing the spots.

Ms. McKeel said she appreciated Ms. Price bringing up the concern, but that she was in favor of this expenditure. She said to some degree, this will take care of itself. She recognized that the library may not currently be full, but that it would be critical to have them later. She said she would very much like to hear Mr. Richardson's information, however, and that it would be a good idea for him to respond to this.

Mr. Jeff Richardson (County Executive) said he did respond to Ms. Price's questions that afternoon. He said they were looking at a one-year extension of the spaces, and that this represents a significant amount of parking at the County's busiest library branch. He said when looking at the cost share between the schools and the library, the County's cost for this particular contract will be about \$5,000.

Mr. Richardson said as he attempted to explain to Ms. Price, if looking at this moment and closing the gap in the current fiscal year, he would not recommend using one-time money (\$5,000) to address the short time they have due to revenue lost in the last three months. He said they would be looking at much bigger pots of money that make a much bigger impact, and at this point in time, it was a customer service issue with only a one-year extension. He said staff would not be recommending that they look in those areas at this time. He said it was too soon to be looking this far down into the weeds of the budget.

Mr. Richardson recommended the Board to allow staff to move forward with the contract renewal. He said they could talk about a delay of 30-60 days, as the library was currently closed, to get 12 months of parking. He said he would not want to endanger losing these parking spaces, however, because parking at the library is very tight. He said from a budget standpoint, this was not where they were at in the budget to be able to close the gap there.

Mr. Gallaway commented that with the current Daily Progress spots, the current parking is still not enough. He said he would support keeping the parking and improving it as well.

Ms. LaPisto-Kirtley **moved** to approve Item 11.3, "Parking Agreement for Parking Spaces at The Daily Progress." Ms. Mallek **seconded** the motion.

By the above-recorded vote, the Board adopted the Resolution to Approve Parking Agreement Between the County and Lee Enterprises:

**RESOLUTION TO APPROVE A PARKING AGREEMENT
BETWEEN THE COUNTY AND LEE ENTERPRISES**

WHEREAS, the Board finds that it is in the best interest of the County to enter into an agreement with Lee Enterprises for 21 parking spaces at The Daily Progress property, located at 685 Rio Road West, Charlottesville, VA 22901, for use by Albemarle County local government, Albemarle County Public Schools (ACPS), and Jefferson Madison Regional Library (JMRL) staff assigned to the Northside Library and the County Warehouse.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves entering into an agreement with Lee Enterprises for 21 parking spaces at The Daily Progress property, located at 685 Rio Road West, Charlottesville, VA 22901, for use by Albemarle County local government, ACPS, and JMRL staff assigned to the Northside Library and the County Warehouse, and authorizes the County Executive to execute the agreement on behalf of the County after approval as to form and substance by the County Attorney.

* * * * *



PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 2020 (the "Effective Date"), by and between Lee BHM Corp. d/b/a The Daily Progress, a Delaware corporation ("Licensor") and the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (Licensee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIMARY TERM.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Subject to the fee increases set forth in Section 4 below, Licensee shall have two (2) options of one (1) year each to extend the Initial Term of this Agreement (the "First Option Term" and "Second Option Term," respectively, and together with the Initial Term, the "Term") upon providing a minimum of sixty (60) days' written notice to Licensor prior to the expiration of the Initial Term or First Option Term as may be applicable; provided that at the time of exercise of each option: (i) this Agreement has been not previously cancelled or terminated by either party as provided for in this Agreement, by operation or law or otherwise; and (ii) Licensee is not in default at the time of Licensee's exercise of the option. In addition to any other termination rights set forth in this Agreement, Licensor may terminate this Agreement upon at least Sixty (60) days' prior written notice to Licensee at any time with or without cause.

2. **PARKING STALLS.** Subject to the terms and conditions hereof, Licensor hereby grants Licensee a license to use the twenty-one (21) parking stalls outlined in Exhibit A, attached to and incorporated into this Agreement by this reference, (each a "Parking Stall") in the parking lot located at 685 Rio Road West, Charlottesville, VA 22901, as depicted in Exhibit A (the "Parking Lot"), along with access easements to and from (a) Rio Road West and (b) the Licensee's adjacent property. Licensee may use the Parking Stalls solely for the purpose of the parking of vehicles by Licensee's employees. It shall be Licensee's responsibility to mark each Parking Stall with special lines and to install any signs desired by Licensee (provided the same have been approved by Licensor in advance) at Licensee's sole cost and expense to identify the Parking Stalls.

3. **PARKING AGREEMENT.** Each employee of Licensee that Licensee will allow to use a Parking Stall must sign a Parking Agreement substantially in the form attached hereto as Exhibit B, incorporated into this Agreement by this reference, as such form may be modified from time to time by Licensor (the "Parking Agreement") and submit such signed agreement to Licensor. Notwithstanding any other provision of this Agreement, Licensee is not allowed to permit any other person to park in the Parking Lot.

4. **PARKING FEE.** The parking fee to be paid by Licensee to Licensor during the Term of this Agreement is as follows (the "Fee"):

Initial Term: \$1,260 per month (\$60 per month per Parking Stall)

Option One Term (if exercised): \$1, 365 per month (\$65 per month per Parking Stall)

Option Two Term (if exercised): \$1, 470 per month (\$70 per month per Parking Stall)

Licensee agrees to pay the Fee to Licensor in advance on or before the first day of each month of the Term Licensor and Licensee understands and agrees that if the Effective Date or last day of the Term occurs on a date that is other than the first or last day (as applicable) of a month, the fee for that month shall be prorated on a per diem basis. Fees that are due and payable by Licensee under this Agreement shall be paid to the following address:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Accounts Receivable

or to such other place as Licensor may from time to time designate in writing. All payments due from Licensee hereunder which are not paid when due shall bear interest at a rate equal to one and one half percent (1.5%) per month from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. All Fees shall be paid by Licensee without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds.

5. **PURPOSE.** The Parking Lot shall be used by Licensee solely for purposes of the parking of vehicles by Licensee's employees, in compliance with all applicable laws, ordinances and regulations.

6. **SAFETY REGULATIONS.** Licensee agrees to cause its employees to abide by the following:

- a. Drive slowly and use caution.
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.
- c. Comply with all safety signs.
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Lot except as permitted by applicable law.
- e. No smoking is allowed in the Parking Lot.
- f. No cell phone use while driving.

Additional reasonable rules and regulations may be adopted or modified from time to time by Licensor and Licensee hereby agrees to abide by such rules and regulations upon receipt of notice of the same from Licensor.

7. **ASSUMPTION OF RISK.** Licensee and its employees assume all risk and liability associated with any use of the Parking Lot (including but not limited to risk of personal injury, property damage or theft). Licensor, its parent and affiliated companies, shall not have any liability to Licensee or any other party for theft of any vehicle, its contents or other property from the Parking Lot, or damage of any kind or nature to any vehicle, its contents or other property in or on the Parking Lot except as a result of the gross negligence or intentional wrongful acts of Licensor. To the maximum extent permitted by law, Licensee hereby waives on behalf of Licensee, its employees, and any other party using, or parking a vehicle in, the Parking Lot with the permission of Licensee or one of its employees, all claims of any nature which may exist against, or may arise directly or indirectly out of use of the Parking Lot by any such person (the "Claims"), including but not limited to any claims for any personal injury, property damage or

theft, or any rights of subrogation or contribution, and covenants not to sue Licensor, its parent or affiliated companies, based on any Claims except those which result from the gross negligence or intentional wrongful acts of Licensor. At no time shall Licensor, or any of its agents, contractors, employees, parent companies, subsidiaries or affiliates, be considered to have possession of or control over any vehicle, its contents or other property in or on the Parking Lot, and shall in no event have any obligation to protect, care for, or insure any such vehicle, its contents or other property. Licensor is not obligated to provide any staffing, security or monitoring of the Parking Lot and if Licensor in its discretion does provide any staffing, security or monitoring of the Parking Lot, Licensor shall not be deemed to have assumed any duties or obligations which are otherwise disclaimed herein or assumed by Licensee under this Agreement and Licensor may terminate or suspend such services at any time in its discretion.

8. **CONDITION.** Licensee has examined the Parking Lot and knows its condition. Licensee hereby accepts the condition of the Parking Lot in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties have been made by or on behalf of Licensor or relied upon by Licensee as to the condition or repair of the Parking Lot, and no agreements have been made by or on behalf of Licensor or relied upon by Licensee with respect to any alterations, repairs or improvements to be made in or about the Parking Lot. Throughout the term of this Agreement, Licensor shall maintain the Parking Lot in good order and provide snow removal, to allow unimpeded access to and use of the subject Parking Stalls.

9. **SURRENDER OF STALLS.** Licensee agrees that upon termination of the Term, whether by expiration or otherwise, Licensee and its employees will peaceably quit and surrender to Licensor the Parking Stalls licensed for use within the Parking Lot. This Section shall survive the termination or expiration of this Agreement.

10. **INDEMNITY.** To the maximum extent permitted under law, Licensee agrees to protect, indemnify, defend (with counsel reasonably acceptable to Licensor) and hold harmless Licensor and its parents, affiliates and successors, and its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, costs, damages, liabilities, expenses and/or injuries (including, without limitation, damage to property and/or personal injuries) directly or indirectly suffered or incurred by any of the Indemnified Parties (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), directly or indirectly arising out of, resulting from, relating to or in any way connected with: (i) any act or omission of Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "Licensee Group") at, on or about the Parking Lot, and/or (ii) any breach or violation of this Agreement or any Parking Agreement on the part of Licensee or any of its employees, and notwithstanding anything to the contrary in this Agreement. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Nothing herein shall be deemed a waiver of the Licensee's sovereign immunity.

11. **REMOVAL OF VEHICLES.** Licensor, or any contractor designated by Licensor, may require a parker to remove from the Parking Lot any vehicle which leaks fluids or which is in violation of this Agreement or any Parking Agreement, or may remove the vehicle at the parker's cost if the parker fails to timely move the vehicle. This Section shall survive the expiration or other termination or expiration of the Agreement.

12. **DEFAULT.**

A. In the event that any of the following shall occur (each, a "Default"):

(i) Licensee shall at any time fail to make any payment (or any portion thereof) required of Licensee hereunder by the date when due or within 15 days thereafter; or

(ii) Licensee shall breach or violate any of its duties or obligations set forth in this Agreement and such breach or violation continues for more than thirty (30) days after Licensee's receipt of written notice from Licensor of such breach or violation; or

(iii) this Agreement or Licensee's interest therein, or any interest in Licensee, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Licensee, or any of Licensee's property in the Parking Lot shall be taken or occupied or attempted to be taken or occupied by someone other than Licensee; or

(iv) A receiver, assignee or trustee shall be appointed for Licensee or Licensee's property or if the Licensee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Licensee which Licensee fails to cause to be dismissed within sixty (60) days after filing.

then in any of said cases, Licensor may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Licensor may be entitled under this Agreement, at law or in equity):

(a) At its option, at once, with notice to Licensee, terminate this Agreement and at its option, require payment in full of the Fees due up to the date of termination;

(b) Relet the Parking Stalls or any part or parts thereof, either in the name of or for the account of Licensor or Licensee, at fair market value, which term may at Licensor's option extend beyond the balance of the Term of this Agreement. Except to the extent required under applicable law, Licensor shall not be required to accept any new licensee offered by Licensee or to observe any instructions given by the Licensee about such reletting. Licensee shall pay Licensor any deficiency between the Fees to be paid under this Agreement and the net amount of the fees collected on such reletting, for the balance of the Term of this Agreement, as well as any expenses incurred by Licensor in such reletting.

(c) Require that upon any termination of this Agreement, whether by lapse of time, the exercise of any option by Licensor to terminate the same, or in any other manner whatsoever, immediately vacate all Parking Stalls reserved to Licensee in the Parking Lot. If Licensee or its employees fails to do so, Licensor may, with or without process of law, tow any vehicles remaining thereon at Licensee's sole cost and expense without thereby waiving Licensor's rights to Fees or any other rights given Licensor under this Agreement or at law or in equity; and

(d) Enjoin any such breach of this Agreement by Licensee.

B. Any and all rights and remedies which Licensor may have under this Agreement at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time. The failure of Licensor to enforce rights under this Agreement on one or numerous occasions shall not affect Licensor's ability to enforce that right on any subsequent occasion or occasions.

C. In the event that a Default shall occur and Licensor elects to terminate this Agreement, or upon expiration of this Agreement, Licensee shall not be relieved of its duties or obligations under this Agreement so long as Licensee or any of Licensee's (or its employees') property remains in the Parking Lot. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Agreement.

13. **LIMITATION ON LIABILITY.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements contained in this Agreement are made or intended as personal covenants, undertakings or agreements by Licensor or any entity which is affiliated with Licensor, its parent companies or affiliates. Licensee specifically agrees to look solely to Licensor's interest in the Parking Lot for the recovery of any sums, damages, awards or judgments from Licensor. It is agreed that neither Licensor, nor any entity which is affiliated with Licensor (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Agreement. LANDLORD, ITS PARENT OR AFFILIATED COMPANIES SHALL NOT HAVE ANY LIABILITY FOR LOSS OF PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **ASSIGNMENT AND SUBLETTING.** Licensee and its employees shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Agreement (or any interest of Licensee herein), whether by operation of law or otherwise, and shall not sublicense or sublet, or permit, or suffer the Parking Lot or any part thereof to be used or occupied by others, without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Licensee or any of its employees in contravention of the provisions of this Section shall be void. For purposes of this Agreement any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Licensee shall constitute an assignment of this Agreement, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Licensee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Licensee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Licensee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

15. **LICENSOR'S RIGHT TO TRANSFER.** This Agreement shall not in any manner or to any extent limit or restrict the right of Licensor to use or dispose of the Parking Lot as Licensor may in its discretion desire. Licensor shall have the right, without consent from Licensee, to assign this Agreement to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Licensor's right, title or interest in or to the Parking Lot.

16. **HOLDING OVER.** Licensee shall have no right to remain in possession of all or any part of the Parking Lot after the expiration of the Term. In the event that Licensee or any of its

employees remains in possession of all or any part of the Parking Lot after the expiration or earlier termination of the Term with Licensor 's consent such tenancy shall be deemed to be a periodic tenancy from month-to-month only, and such tenancy shall not constitute a renewal or extension of this Agreement for any further term; and such tenancy may be terminated by Licensor at any time. Any such month-to-month tenancy shall be subject to every other term, condition, and covenant contained in this Agreement.

17. **MISCELLANEOUS.**

A. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, or sent by email to the email address set forth below, provided there is reply confirmation that the email has been received:

If to Licensor:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Publisher

If to Licensee:

County of Albemarle
Attn.: County Executive
401 McIntire Road
Charlottesville, Virginia 22901

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

B. **Waiver of Jury Trial.** Licensor and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, Licensee's use or occupancy of the Parking Lot, or any other claims, and any emergency statutory or any other statutory remedy.

C. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

D. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Licensor and Licensee and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Licensee is comprised of more than one individual or entity, the obligations of such individuals or entities under this Agreement shall be joint and several.

E. Entire Agreement. This Agreement, the exhibits and addenda, if any, contain the entire agreement between Licensor and Licensee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Agreement, have been made to Licensee respecting the condition or the manner of operating the Parking Lot.

F. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

G. No Waiver. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

H. No Third Party Beneficiaries. Licensor and Licensee agree and acknowledge that, except as expressly set forth herein with respect to Indemnified Parties, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

I. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the state or federal courts for Albemarle County, Virginia, (b) submit to the exclusive jurisdiction of such courts, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

J. Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

K. Subordinate. This Agreement, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Parking Lot (or title thereto) dated prior to the date of this Agreement.

L. Severability. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Time of the Essence. Time is of the essence of this Agreement, and each and every term and provision hereof.

N. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

O. No Oral Change. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

P. Licensee's Authority. Licensee represents and warrants that it has full right, power and authority to execute and deliver this Agreement, and to perform each and all of its duties and obligations hereunder.

Q. Negotiated: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

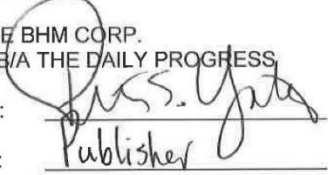
R. Brokers. Licensee represents and warrants to Licensor that Licensee has dealt with no broker, finder or similar person or entity in connection with this Agreement, or Licensee's use or occupancy of any stalls in the Parking Lot. To the extent permitted under law, Licensee agrees to indemnify, defend (with counsel acceptable to Licensor) and hold Licensor harmless from and against any and all Claims and Losses brought against, sustained or incurred by Licensor by reason of Licensee's breach of the foregoing representation and warranty.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement on the date first written above.

Licensors:

LEE BHM CORP.
D/B/A THE DAILY PROGRESS

By: 
Its: Publisher

Licensee:

COUNTY OF ALBEMARLE, VIRGINIA

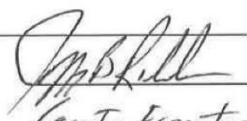
By: 
Its: County Executive

EXHIBIT A



EXHIBIT B

PARKING AGREEMENT

This agreement made this ____ day of _____, 20__ between Lee BHM Corp. d/b/a The Daily Progress (hereinafter referred to as "BH") and _____ (hereinafter referred to as "Parker").

BH hereby grants Parker the right to park in a parking space designated by BH (the "Parking Space") in The Daily Press parking lot located at 685 Rio Road West, Charlottesville, VA (the "Parking Lot"). Parker expressly understands and agrees that (i) the use of the Parking Space will be solely at Parker's risk; (ii) BH will have no agent or attendant at the Parking Lot to safeguard Parker's automobile or its contents from the theft or damage of any kind; and (iii) BH shall not be liable for any injury to Parker or any loss or damage to Parker's automobile, the parts or contents thereof from any cause whatsoever.

BH shall not be liable for any incidental or consequential damages. PARKER HEREBY RELEASES BH, ITS PARENT COMPANIES AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS AND EMPLOYEES OF BH, ITS PARENT COMPANIES AND ITS AFFILIATES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PHYSICAL INJURY OR DEATH THAT MAY BE SUSTAINED BY PARKER WHILE, IN, ON OR AROUND THE PARKING DECK. THIS RELEASE SHALL BE BINDING UPON PARKER'S RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ANY OTHER INTERESTED PARTIES.

The Parker may not transfer, trade or assign the Parking Space to any other person. Parker shall not park in any reserved stall which has not been assigned to the Parker. Unless earlier terminated by BH as provided in this Agreement, the license to park hereby created can be terminated by either party giving not less than fifteen (15) days' notice of such termination.

Parker agrees to abide by the rules and regulations with respect to the Parking Lot established by BH from time to time, including without limitation the following safety rules, (collectively, the "Rules and Regulations") at all times:

- a. **Drive slowly and use caution.**
- b. **Although pedestrians have the right-of-way, they must be alert to vehicles.**
- c. **Comply with all safety signs.**
- d. **No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Facility except as permitted by applicable law.**
- e. **No smoking is allowed in the Parking Lot.**
- f. **No cell phone use while driving.**

BH shall have the right to terminate this Agreement immediately upon (i) the termination of the Parking Agreement between Parker's employer and BH, (ii) the termination of employment of the Parker with such employer, or (iii) the violation of the Rules and Regulations by the Parker.

Parker's Signature: _____

Parker's Printed Name: _____

Date: _____

Make and Model of Vehicle: _____

License Plate No. of Vehicle: _____

Item No. 11.4. VDOT FY 21-26 Secondary Six-Year Program.

The Executive Summary forwarded to the Board states that this work session is intended to present information on the Albemarle County Secondary Six-Year Program (SSYP) and road paving priorities in advance of the development and approval of the FY 2021-2026 SSYP in May 2020. The information and Board direction produced from this work session will be used to develop this FY 2021-2026 SSYP.

The SSYP allocates funding for construction, maintenance, and improvement of roads in the state secondary system. The funds allocated to Albemarle County through the SSYP include state and federal funds for a variety of road improvement programs. The SSYP for Albemarle County is updated and approved annually and identifies the specific funding source, use, and levels allocated for the immediate fiscal year. The SSYP also identifies projected funding allocations for the next five fiscal years. The Albemarle County Priority List for Secondary Road Improvements, Unpaved Roads is a listing of all Secondary Roads which either the public, a County department, or the Board of Supervisors have requested be paved. This list is reviewed and approved by the Board annually and forms the basis of the SSYP for Albemarle County.

The Secondary-Six Year Program, Priorities and Recommendations Report (Attachment A) provides the background on the SSYP, the Virginia Department of Transportation paving programs, and Albemarle County's paving requests and priorities. The SSYP report and work session are held annually

prior to development of the Draft SSYP in order to inform the development of the Program. The SSYP establishes the program for expending state funds allocated to Albemarle County for road improvements to the Secondary Road System (roads with a route number of 600 or higher). The majority of the available funding must be used for paving unpaved roads. The report also provides information on the projected funding allocations, the status of the projects currently in the SSYP, and County and VDOT staff recommendations for any changes or additions to the SSYP.

Countywide Traffic Services funds from the current SSYP are currently being used for two permanent post-mounted radar feedback devices at the intersection of Earlysville Road (Rt. 743) and Reas Ford Road (Rt. 660), which the Board supported by resolution dated January 15, 2020. Also included in the report is information regarding the process for reviewing and prioritizing unpaved road projects. Additionally, a chart on the last page of Attachment C gives a description and requirements of each paving type and standards for each.

This work session is focused on 1) the review of the prioritization strategies for unpaved roads, and 2) input on project recommendations for the SSYP for FY 2021 - FY 2026. Based on the direction received from the Board, staff will make any adjustments to the prioritization strategies and priority list of projects and will work with VDOT staff to finalize the SSYP for public hearing and adoption in May.

The SSYP outlines the expenditure of State/VDOT secondary road construction funds allocated to the County. The SSYP program does not require the expenditure of County funds unless the Board directs additional funding from the County general fund be appropriated to a project, such as through the use of the revenue sharing program.

Staff recommends that the Board review this Executive Summary, the attached Draft Albemarle County Priority Paving List for Secondary Road Improvements, Unpaved Roads (Attachment B), and Draft FY 2021-2026 Secondary Six-Year Program (Attachment E). If Board members have questions or comments, please reach out to Staff contacts prior to the May 20, 2020 public hearing.

By the above-recorded vote, the Board adopted the VDOT FY 21 Secondary Six-Year Plan:

REGULAR PAVING PROJECTS IN PRIORITY ORDER (HIGH TO LOW)									
Current Priority	Route Number, Road Name	Location From - To	Length (mi.)	Funding Status	Current Traffic Count	Year of Count	Current Crash Data 2011-2018	Year Project placed on Priority List	Description/Comments
19	643 Rio Mills Road	From: Rt. 28, To: Rt. 743		in VDOT SSYP	545 avg	2015	6	2003	Staff request. Serves Denet. Area, provides access to quarry, provides thru road connection to primary road (Rt. 28). Recommended in Comp. Plan and LRTP. Will need re-evaluation upon completion of Connector Road.
20	761 Bnery Creek Road	From: Rt. 622, To: County Line	1.35	not yet funded	140	2018	2	2006	Public request. At current ranking due to traffic count.
21	629 Horseshoe Bend Road	From: Rt. 801, To: Dead End	1.22	not yet funded	120	2018	1	2004	Public request. At current ranking due to traffic count.
22	640 Gilbert Station Road	From: Ashleigh Way Rd 1094, To: paved section	?	not yet funded	120	2015	0		Public request. At current ranking due to traffic count.
23	683 Shelton Mill Road	From: Rt. 751, To: Dead End	1.48	not yet funded	110	2015	2	2007	Public request. At current ranking due to traffic count.
24	698 Hungtown Road	From: Rt. 833, To: Dead End	1.81	not yet funded	118	2015	1	2008	School transportation request.
25	682 Broad Ave Road	From: Rt. 637, To: current paved sections	1	not yet funded	80	2015	2		Public request. At current ranking due to traffic count.
26	634 Spring Valley Road	From: Rt. 633, To: Nelson County Line	3.02	not yet funded	65 avg	2015	3	2007	Public request. At current ranking due to traffic count.
27	688 Burch's Creek Road	From: Rt. 230, To: Rt. 635, Wiles School Rd	2.35	not yet funded	60 avg or 225 avg	2015/2018	3		Public request. At current ranking due to traffic count. (Previously Paved/In Progress Sd)
28	737 Mountain Vista Rd	From: Totter Creek bridge, To: 20 Valley St (Scottsville)	0.93	not yet funded	37.5 avg	2018	3	2018	Public request. Town of Scottsville, not be eligible for traditional paving funds due to traffic counts below 50.
29	629/624 Browns Gap TP/Headquarters Lane	From: Rt. 810, To: end of Rt. 624	1.5	not yet funded	30	2015	1		Public request. May not be eligible for traditional paving funds due to traffic counts below 50.
30	688 Fox Mountain Rd	From: 810 Browns Gap Turnpike, To: 871 Wesley Chapel Rd	4.93	not yet funded	30	2015	0	2018	BOS request. Waiting for resident petition.

UNPAVED ROADS SECTIONS REMOVED BY BOARD OF SUPERVISORS									
	Road Name/No.	Location from - to	Length	year removed	Updated Traffic Count	Year of Count		Year Placed on Priority List	Description/Comments
	667 Catberton Road	From: Rt. 661, To: east of Rt. 676	1.83						
	662 Bleak House Road	From: Rt. 666, To: paved portion	1.03	2010					
	637 Dick Woods Road	From: Rt. 881, To: Rt. 758	2.17	2014					
	795 Blenheim Road	From: north of Rt. 713, and To: south of Rt. 713		2012					
	671 Ballards Mill Road	From: Rt. 609, To: Rt. 674	3.12	2017				2007	School transportation request.
	674 Sugar Ridge Road	From: Rt. 614, To: Rt. 673	1.47	2017					Public request. At current ranking due to traffic count.
	678 Decca Lane	From: Rt. 676, To: Rt. 614	1.72	2017					Public request. At current ranking due to traffic count.
	672 Via Ln	From: Rt. 616, To: dead end	2.75	2018				2018	BOS request.
	656 Burton Lane	From: Rt. 711, To: Dead End	0.4	2019				2007	Public request. Rt. 711 also unpaved (319700 sqft).

CURRENT UNPAVED ROADS REQUESTS TO GO TO BOARD									
Current Priority (Recommended)	Route Number, Road Name Priority	Location From - To	Length (mi.)	year removed	Updated Traffic Count	Year of Count		Year Placed on Priority List	
	691 Cagle Rock Rd	From: Craigs Store Rd 805, To: Dead End	1.2		180	2015		2020	Citizen request. VDOT does not recommend for Rural/Rustic.
	617 Rockfish River Rd	From: Nelson County line, To: Howardsville Pike 602	0.8		80	2018		2020	Citizen/BOS request. VDOT does not recommend for Rural/Rustic.

ALBEMARLE COUNTY PRIORITY LIST FOR SECONDARY ROAD IMPROVEMENTS, UNPAVED ROADS -Updated 3.9.2020											
RURAL RUSTIC ROAD PAVING PROJECTS IN PRIORITY ORDER (HIGH TO LOW)											
Current Priority (Recommended)	Route Number, Road Name Priority	Location From - To	Length (mi.)	Current Funding/ Project Status	Current Traffic Count	Year of Count	Current Crash Data 2011-2018	thru or dead end	Description/Comments	Year Project placed on	VDOT's Cost Est
1	824 Patterson Mill Lane	From Rt. 688, To paved section	0.73	To be complete Spring 2020	215 avg	2018	2	thru	Public request: Provides improved connection to Rt. 260 and I-84 interchange	2011	\$270,000
2	712 Coles Rolling Road Phase 1	From Rt. 713, To 1.40 mi east of Route 713	1.4	To be complete Spring 2020	165 avg	2018	2	thru	Public request: Provides thru road connection to primary route (Rt. 20)		\$378,000
3	712 Coles Rolling Road Phase 2	From 1.40 mi east of Route 713, To 2.75 mi east of Route 713	1.35	already funded in SSYP FY 20-21	165 avg	2018	4	thru	Public request: Provides thru road connection to primary route (Rt. 20)		\$364,500
3	871 Wesley Chapel Road	From Rt. 688 Chapel Spring Rd, To Rt. 688 Fox Mountain Rd	0.09	in SSYP FY 21	270	2018	0	thru	School transportation request, BOS request	2018	\$55,000
4	702 Reservoir Rd	From paved portion of Reservoir Rd, To Holiday Trails Ln	0.87	in SSYP FY 21	255 avg	2015	2	dead end	Public request: Serves Camp Holiday Trails, Ragged Mountain Natural Area and access to Ragged Mountain Reservoir	2018	\$408,500
5	794 Burnt Mill Rd	From Rt. 600 Watts Passage, To Cindy Ln Rt. 1009	0.71	in SSYP FY21-22	210	2018	1	dead end	Public request: Provides access to Fernbrook Natural Area and school bus route. Only portion to Cindy Lane can be under RRR	2018	\$319,500
6	612 Hammocks Gap Road	From Route 20, To 0.85 miles south of Route 20 at bridge	0.85	in SSYP FY22	170	2015	0	dead end	Public Request - Only portion closest to Rt 20 can be done under Rural Rustic Program	2018	\$180,000
7	720 Harris Creek Road	From: Rt. 20, To: Dead End	0.38	in SSYP FY22-23	155 avg	2018	0	dead end	Provides thru road connection	2007	\$102,500
8	780 Red Hill School Road	From: Rt. 29, To: Rt. 712	1.53	in SSYP FY 22- 23	85 avg	2018	1	thru	Public request: Provides access to school Serves former CA Village/VRR zoning. Provides thru road connection to primary road (Rt. 29), previously listed by residents	2011	\$375,000
9	833 Cove Garden Rd - west	From: 1.75 miles east of US 29, To: 3.04 miles east of US 29	1.28	in SSYP FY23-24	80	2015	0	thru	Public request: Provides thru road connection to primary road (Rt. 29)	2004	\$320,000
10	833 Cove Garden Rd - east	From 3.04 miles east of US 29, To 0.10 miles west of Plank Road	1.23	in SSYP FY23-24	80	2015	0	thru	Public request: Provides thru road connection to primary road (Rt. 29)	2004	\$300,000
10	789 Beam Road	From: Rt. 1484, To: Dead End	0.27	in SSYP FY 24	80	2018	0	dead end	Public request:		\$90,000
11	600 Stoney Point Pass- northern segment	From Route 20, To 0.80 miles south of Route 20	0.9	in SSYP FY 24	70	2015	9	thru	Public and BOS requests: connection from bridge to Rt. 20		\$225,000
12	800 Stoney Point Pass- southern segment	From 1.29 miles north of Route 231, To Route 231	1.29	in SSYP FY 24	70	2015	9	thru	Public and BOS requests: connection from paved portion to Rt. 231		\$315,000
13	721 Old Dominion Road	From: Rt. 8, To: Rt. 630	1.21	in SSYP FY 24- 25	70	2018	0	thru	Public request: Serves active quarry site (soapstone)	2006	\$300,000
14	707 Blair Park Road	From: Rt. 831, To: end of state maintenance (before railroad tracks)	0.35	in SSYP FY25	70	2018	0	dead end	Public request: Serves large orchard operation		\$110,000
15	805 Henderson Ln	From Rt. 29, To: dead end	0.34	in SSYP FY25	70	2018	0	dead end	Public request: Provides access from Rt.29 to church	2018	\$76,500
16	723 Sharon Road	From: Rt. 8, To: Rt. 722	1.85	in SSYP FY25- 26	60	2018	3	thru	Public request:		\$450,000
17	813 Starlight Road	From: Rt. 712, To: Dead End	0.5	in SSYP FY26	60	2018	0	dead end	Public request:	2004	\$125,000
18	736 White Mountain Road	From: Rt. 635 Craig Store Road, To: Rt. 636 Batesville Rd	2.6	in SSYP FY26	50	2018	1	thru	Public request: Opposition to the project has been noted.		\$455,000
NOTES: all updated traffic counts as of 1/13/20 VDOT makes the determination on whether a road is eligible for RRR paving. All projects are placed on the regular paving list until the determination is made by VDOT [Some projects may not be completed as prioritized due to project complexity and/or available funding]											

Albemarle County SSYP - FY21 to FY26

	FY21	FY22	FY23	FY24	FY25
Allocations by the fiscal year	\$1,128,775	\$877,859	\$1,049,742	\$1,106,662	\$1,106,662
Allocations to be programmed	\$0	\$0	\$0	\$0	\$0

Priority		Route	UPC	Estimate	previous	FY21	FY22	FY23	FY24	FY25
1	Rio Mills Connector	9999	109397	\$3,799,233	\$3,141,711					
2	Patterson Mill Lane	824	111744	\$270,000	\$270,000					
3	Coles Rolling Road	712	113774	\$378,000	\$378,000					
4	Coles Rolling Road	712	113775	\$364,500	\$361,364	\$3,136				
5	Wesley Chapel Road	671	115842	\$55,000	\$0	\$55,000				
6	Reservoir Road	702	115841	\$436,500	\$0	\$436,500	\$0			
7	Burnt Mill Road	784	115840	\$319,500	\$0	\$278,860	\$40,640			
8	Hammocks Gap Road	612	113778	\$180,000	\$0	\$0	\$180,000			
9	Harris Creek Road	720	113776	\$102,500	\$0	\$0	\$87,242	\$15,258		
10	Red Hill School Road	760	113779	\$375,000	\$0	\$0	\$214,698	\$160,302		
11	Cove Garden Road	633	113783	\$320,000	\$0	\$0	\$0	\$262,500	\$57,500	
12	Cove Garden Road	633	113784	\$300,000	\$0	\$0	\$0	\$256,403	\$43,597	
13	Beam Road	769	new	\$90,000	\$0				\$90,000	
14	Stoney Point Pass	600	new	\$225,000	\$0				\$225,000	
15	Stoney Point Pass	600	new	\$315,000	\$0				\$315,000	
16	Old Dominion Road	721	113780	\$300,000	\$0				\$20,286	\$279,714
17	Blair Park Road	707	113777	\$110,000	\$0					\$110,000
18	Henderson Lane	805	115843	\$76,500	\$0					\$76,500
19	Sharon Road	723	new	\$450,000	\$0					\$285,169
20	Starlight Road	813	new	\$125,000	\$0					
21	White Mountain Road	736	113858	\$455,000	\$0					
22	Connector Road	9999	111734	\$11,096,200	\$1,222,389	\$355,279	\$355,279	\$355,279		
	CW Traffic Services		99700		\$56,604				\$355,279	\$355,279

Denotes balance after radar sign invoice in the amount of \$38,864.

FY26
\$1,106,662
\$6,552

FY26	Balance	
		Old Secondary/SmartScale Funds
	\$0	
	\$0	
	\$0	\$303,698 surplus funds from completed Projects
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	New Project
	\$0	New Project
	\$0	New Project
	\$0	
	\$0	
	\$0	
\$164,831	\$0	New Project
\$125,000	\$0	New Project
\$455,000	\$0	
		Telefee funds
\$355,279		Telefee funds

Item No. 11.5. License Agreement for Emergency Access to Crozet Court Subdivision.

The Executive Summary forwarded to the Board states that Stony Point Design/Building LLC is developing the Crozet Court subdivision (SUB201900061), creating a twenty-six (26) lot cluster development with associated green space on 12.41 acres zoned Residential (R2). This property, consisting of Parcels 05600-00-00-04500, 05600-00-045A2, 056D0-00-00-000100, and 056D0-00-00-00200, is located at 5665 Park Road in Crozet. See the attached Crozet Court subdivision plat (Attachment A).

Albemarle County Fire Rescue is requiring a secondary emergency access. The road plans for this subdivision propose a 14-foot-wide emergency accessway to Claudius Court through County property (Attachment B). This access is proposed as a grid-reinforced fire apparatus road and pedestrian connection that will be blocked with bollards. This access would connect to the extension of Jamestown Road (Attachment C) that was created with the Brookwood Subdivision Section 2 Plat in 1972. This older platted right-of-way was not built but remains dedicated to the County.

The approved subdivision plat for Crozet Court shows an extension of the cul-de-sac for Agatha Ridge Court connecting to the right-of-way for Jamestown Road. At the Crozet Court property line, there would be removable bollards where the road narrows to a width of 14 feet for the emergency and pedestrian access. This connection would allow pedestrian access from Park Road to Claudius Court through Agatha Ridge Lane and Agatha Ridge Court in the Crozet Court subdivision.

Staff has prepared a proposed license agreement (Attachment D) that would authorize the developer (at its expense) to construct and maintain the required improvements in the otherwise unimproved County-owned right-of-way.

There is no foreseeable budget impact for granting authorization to the County Executive to sign the proposed Agreement.

Staff recommends that the Board adopt the attached Resolution (Attachment E) authorizing the County Executive to sign a proposed License Agreement on behalf of the County contingent on approval of final language as to substance and form of the license agreement by the County Attorney.

By the above-recorded vote, the Board adopted License Agreement for Emergency Access to Crozet Court Subdivision:

**RESOLUTION TO APPROVE A LICENSE AGREEMENT
TO ALLOW THE CONSTRUCTION AND MAINTENANCE OF AN EMERGENCY ACCESS TO THE
CROZET COURT SUBDIVISION**

WHEREAS, Stony Point Design/Building LLC is developing the Crozet Court Subdivision, which includes an emergency access to and from Park Road; and

WHEREAS, Albemarle County Fire Rescue is requiring a secondary emergency access; and

WHEREAS, the Board finds it is in the best interest of the County to enter into an agreement authorizing Stony Point Design/Building LLC to construct and maintain a 14-foot-wide emergency access between Jamestown Road and Agatha Ridge Court to serve as the secondary emergency access to the Crozet Court Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to execute an agreement authorizing Stony Point Design/Building LLC to construct and maintain a 14-foot-wide emergency access between Jamestown Road and Agatha Ridge Court to serve the Crozet Court Subdivision on behalf of the County after such documents are approved as to substance and form by the County Attorney.

* * * * *

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Parcel ID Number N/A (Jamestown Road and Agatha Ridge Court)

This instrument is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and/or 58.1-811(C)(4) and from Clerk's fees under *Virginia Code* § 17.1-266.

NON-EXCLUSIVE REVOCABLE LICENSE

THIS NON-EXCLUSIVE REVOCABLE LICENSE (the "License") dated March 12, 2020, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Licensor") and **STONY POINT DESIGN/BUILD, LLC**, a Virginia limited liability company (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the fee simple owner (a) of Jamestown Road, including that certain presently-unimproved portion northwest of Claudius Court (between Parcel ID Numbers 056D0-00-0D-00100 and 056D0-00-0A-00500) and (b) of Agatha Ridge Court, including that portion southeast of the improved portion of Agatha Ridge Court in the Crozet Court subdivision (between Lots 16 and 17 thereof), located in Albemarle County, Virginia.

WHEREAS, Licensor desires to grant to Licensee a non-exclusive revocable license to use the presently-unimproved portions of both Jamestown Road and Agatha Ridge Court, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

WITNESS:

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid and in consideration of the mutual premises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to establish, install, construct, maintain, and repair a fire apparatus access road. The Licensed Premises consists of (a) that presently-unimproved portion of Jamestown Road northwest of Claudius Court (between Parcel ID Numbers 056D0-00-0D-00100 and 056D0-00-0A-00500) and (b) that portion of Agatha Ridge Court southeast of the improved portion of Agatha Ridge Court in the Crozet Court subdivision (between Lots 16 and 17 thereof).

2. **Establishment and Maintenance of Improvements.** As a condition of subdivision approval, Licensee must establish, install, construct, maintain, and repair, at its sole cost and expense, the following improvements (collectively, the "Improvements") within the Licensed Premises:

- A fire apparatus access road, with an unobstructed width of not less than 14 feet, that otherwise meets all other specifications of Section 503 of the Virginia Statewide Fire Prevention Code

All Improvements within the Licensed Premises will be and remain the property of Licensor.

3. **Maintenance of Licensed Premises and Improvements.** Licensee must maintain, at its sole cost and expense, the Licensed Premises and Improvements. Licensor has the right, but not the obligation, to maintain the Licensed Premises and/or any Improvement(s) in the event that Licensee fails or otherwise refuses to do so, and, thereafter, Licensor will be entitled to reimbursement from Licensee for the reasonable costs associated therewith.

4. **Rights of Licensee Associated with Maintaining the Licensed Premises.** Licensee may enter the Licensed Premises under the following terms:

A. **Right of Ingress and Egress.** Licensee may enter the Licensed Premises at any time for the purpose of inspecting, maintaining, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any Improvements thereon.

B. **Right to Disturb, Maintain and Repair the Licensed Premises.**

(i) While establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery and other natural vegetation; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary in its good faith judgment to establish, install and construct any required Improvement(s); and

(ii) After establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary to maintain, operate, use and manage the Licensed Premises.

C. **Obligation to Remove Trash and Other Debris.** Licensee must remove from the Licensed Premises all trash and other debris resulting from or otherwise accumulating due to the establishment, installation, construction, maintenance, or repair of the Licensed Premises and/or Improvements.

5. **Termination.**

A. Either Licensor or its successors may revoke this License at any time and for any reason by giving sixty (60) days' written notice to the Licensee or its successors of the terminating party's intent to terminate, and this License will automatically terminate without any further action of either party hereto on the date specified in such notice (but not earlier than 60 days after such notice) and may not thereafter be reinstated without the express consent of Licensor.

B. Within thirty (30) days of the termination of this License, if so requested by the Licensor, Licensee must promptly remove, at its sole cost and expense, any improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such removal, Licensor may either (i) complete such removal and thereafter Licensor will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon Licensor will be the sole owner of said Improvements, which will be deemed a part of the real property

and improvements comprising Jamestown Road and Agatha Ridge Court, free and clear of any claims, liens, encumbrances or the like of any party.

6. Non-Exclusivity; Restrictions.

A. This License is non-exclusive; provided, however, that Licensor will not grant any license, right, permission, consent or any interest in land that allows the grantee thereof to occupy or enter the Licensed Premises in a manner inconsistent with the terms of this License.

B. Each party will use reasonable best efforts to ensure that no party interferes with the peaceful enjoyment of the other party in the rightful use of Jamestown Road and/or Agatha Ridge Court.

C. Licensee may use the Licensed Premises and any Improvements only for the purposes set forth in this License and in accordance with this License. Licensor may enter the Licensed Premises or any Improvements at any time and from time to time for any purpose. Licensee must maintain the Licensed Premises and any Improvements in a neat and orderly fashion at all times, free of refuse and debris and anything that might reasonably pose a hazard or danger to the safety of any person thereupon.

D. No Improvements may be substantially relocated or expanded by Licensee within the Licensed Premises without Licensor's prior written consent in each instance.

7. **Liability.** Licensor has no affirmative obligation to maintain the Licensed Premises (or any Improvement(s) thereon). Notwithstanding anything to the contrary set forth herein, Licensor has no liability or obligation with respect to the Licensed Premises.

8. **Liability Insurance.** Licensee must add Licensor to Licensee's general liability insurance policy as an additional insured with respect to the License granted herein to Licensee. Licensee must maintain at all times general liability insurance coverage reasonably satisfactory to Licensor that names Licensor as an additional insured thereon. Licensor will not be liable to Licensee or Licensee's employees, agents, patrons, visitors, or any other person whomsoever, for any injury to person or damage to property, or for any loss, liability, damages or claims resulting on or about or otherwise arising in connection with the Licensed Premises from the use thereof or of any Improvements by Licensee, its agents, servants or employees, or any other person. Such insurer must agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Licensor, to give Licensor thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. If such insurance policy does lapse, with or without notice to Licensor, this License will automatically terminate without any further action of either party hereto and may not thereafter be reinstated without the express consent of Licensor.

9. **Hold Harmless.** Notwithstanding any other provision in this License, Licensee will protect, defend and save harmless Licensor from and against any and all liabilities, obligations, losses, claims, damages, demands, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) of any kinds imposed upon, incurred by, or otherwise asserted against Licensor on account of (a) any loss or damage caused by the Licensee or its agents during construction of the Improvements to the Licensed Premises, Jamestown Road, or Agatha Ridge Court, or (b) any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to or otherwise associated with this License or any Improvements, except the gross negligence or malfeasance of Licensor. The terms of this Section 9 including the Licensee's indemnity obligations hereunder will survive the expiration or termination of this License.

10. **Reimbursement of Costs.** Licensee must reimburse Licensor for any cost or expenses incurred by Licensor in maintaining this License or the Licensed Premises, or any Improvements, within thirty (30) working days after receiving a written request from Licensor for such reimbursement.

11. **Title, Access and Authority.** Licensor covenants and warrants to Licensee that it presently owns the fee simple interest in and to Jamestown Road and Agatha Ridge Court, and that Licensor is duly authorized and empowered to grant this License.

12. **No Dedication.**

A. Licensee certifies, represents and declares that it has no title in or to the Licensed Premises nor to the fee or any portion thereof and has not, does not, and will not in the future claim any such title nor any easement (or other rights except as expressly set forth in this License) on all or any portion thereof.

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

13. **Governmental and Other Requirements.** Licensee will (a) faithfully observe in the use of the Licensed Premises, (b) bear all costs incurred in the performance of any permitted activities set out herein, and (c) complete all such activities in accordance with, all municipal and county ordinances and codes and all state and federal statutes, rules and regulations, and reasonable rules and regulations established by Licensor, now in force or which may hereafter be in force.

14. **Miscellaneous Provisions.**

A. **Modifications.** This Agreement may not be modified, except in a writing signed by Licensor and Licensee.

B. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting subject matter herein contained.

C. **Assignment.** Licensee may not assign or allow another party to assume its interest in this License without the prior written approval of Licensor in each such instance. Permission to any single assignment will not operate as a waiver of such right to approve any subsequent assignment. This License is not appurtenant to and does not run with the Licensed Premises.

D. **Successors and Assigns.** The covenants, promises, conditions, licenses and agreements contained in this License are binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

E. **Governing Law.** This License is governed by and construed in accordance with the laws of the Commonwealth of Virginia, principles of conflicts of law notwithstanding.

F. **Recordation; Release.** In the event of recordation of this License, Licensor and Licensee agree to deliver upon the termination of this License an executed document or instrument (in form reasonably acceptable to Licensor and recordable in the in the Clerk's Office of the Circuit Court of

Albemarle County, Virginia) acknowledging the termination of this License and that Licensee, for itself, its successor and assigns, expressly relinquishes any and all rights and interest in the Licensed Premises arising under this License, and Licensee expressly authorizes Licensor to record such document or instrument in the aforesaid Clerk's Office upon receipt of same.

Licensor, acting by and through its County Executive, duly authorized by the Board of Supervisors of Albemarle County, Virginia, does hereby consent to the terms of this License.

Licensee, acting by and through its duly authorized agent, does hereby consent to the terms of this License.

WITNESS the following signatures.

LICENSOR

COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of
the Commonwealth of Virginia,

By: _____
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA


CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:



County Attorney

LICENSEE:

STONY POINT DESIGN/BUILD, LLC,
a Virginia limited liability company,

By: 
Christopher Henry, President

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 12th day of March,
20 20 by Christopher Henry, President on behalf of Stony Point Design/Build, LLC.

My Commission Expires: 7/31/2022


Notary Public



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Item No. 11.6. Waiver of Rents.

The Executive Summary forwarded to the Board states that the County has five private sector tenants leasing a total of 24,443.5 square feet in three County owned facilities. The Old Crozet School Arts and The Field School of Charlottesville rent space in the Old Crozet Elementary School. The Crozet Artisan Depot LLC rents space in the Old Crozet Train Depot. Staengl Engineering LLC and Crozet Running, LLC, rent space at the Crozet Library. The combined monthly rents from the five tenants total \$14,055.95. To date, all the tenants' rents are current and their leases are in good standing.

Following the outbreak of COVID-19 and the issuance of Governor Northam's Executive Order 53, the business operations of these County tenants have either been temporarily closed or severely curtailed. These circumstances arose suddenly and were not able to be considered in business planning. Though these operational restrictions are necessary to slow the spread of the virus, they have also created a substantial financial burden for these tenants. As a landlord, the County is positioned to help mitigate the financial impact of this virus and allow the tenants a reasonable opportunity to restore their operations in the coming months and maintain their positive contributions to the community's welfare for the long term. The County's COVID-19 Executive Incident Management Team considered the financial impact of waiving tenant rents for a two-month and a three-month period. The review concluded that a two-month waiver of rents would not be detrimental to the County's financial wellbeing. On March 27, 2020, the Board of Supervisors adopted an Emergency Ordinance to Ensure the Continuity of Government During the COVID-19 Disaster, which provides the Board with broad authority to support efforts to stop the spread the virus. Additionally, the duration of this disaster is unknown. These

businesses may need to remain closed or operating under similar restrictions imposing continued financial hardships. For this reason, granting the County Executive authority to consider adjusting or waiving future rents for the same reasons will provide all parties with the flexibility to negotiate this crisis and preserve the commercial environment.

A waiver of rent for two months for the five tenants would result in a \$28,111.90 loss of revenue.

Staff recommends the Board adopt the attached resolution (Attachment A) approving the waiver of the April 2020 and May 2020 rents for the Crozet Artisan Depot LLC, Crozet Running, LLC, the Field School of Charlottesville, Old Crozet School Arts, and Staengl Engineering LLC and authorize the County Executive to adjust or waive future rents under these lease agreements during the COVID-19 Disaster Declaration.

* * *

Ms. Price said she was at least one of the Supervisors who requested that this not be approved on the Consent Agenda (Item 11.6). She said she was more concerned about this item than she was on Item 11.3 and was also more conflicted on it.

Ms. Price said she found herself looking at the waiver of rents with both an moral and a legal consideration. She said everyone in the County would likely be facing a substantial financial impact, and there was a part of her that said they, as a County and as a landlord, need to be as compassionate that they can lead by example, and send a message to other landlords in the County to try and work with tenants as much as possible.

Ms. Price said on the other hand, she also sees a legal responsibility that the County has as custodians of taxpayer funds to make sure they are not arbitrarily making decisions that favor one group unreasonably over another group. She said when she looks at the five entities that are listed, as she recalls, three are not-for-profits and two are for-profits. She said this also raises a difference in her mind as how these entities may potentially be considered.

Ms. Price said when she looked at this request, she had to ask the question of what actions each of the tenants have taken to exhaust their administrative revenues before the County takes action to waive rents. She said she had submitted an email that asked if there were other options, such as deferring rent. She recognized that for the nonprofits particularly, this may not help them as they operate on such a slim margin to begin with.

Ms. Price said she knew that under the CARES Act, there are some mechanisms that are available for entities who are suffering economically as a result of the pandemic, to obtain loans or grants. She said some of the funds can later be turned into grants and not have to be paid back.

Ms. Price said her biggest concern for this item was the Board taking action that day to waive rents before a sufficient factual basis has been provided to the County to show that any other action or opportunities have been exhausted. She asked how to then look at the action they take there as it may relate to other residents in the County later on when property taxes and other things come due.

Ms. Price said there is an equity aspect of how the County treats these entities where there is a differentiation in her mind between nonprofits versus for-profits, and that there is a question of whether or not these entities have exhausted other revenues and options rather, than what appears to her that the County is the first step to waive the rents. She said she has serious concerns about how to differentiate between the three nonprofits and two for-profits, but for all of them, she questions whether all their options have been exhausted, which should be the first option rather than the last.

Ms. Palmer said she, too, wrote an email about this and asked if they could consider a one-month deferral of rents for all the reasons that Ms. Price listed. She said when she thinks of other engineering companies in the community who are renting and paying rent, she was not sure if their landlords would give them waivers, and it did seem as though this was possibly unfair, especially since the entities may receive help from the federal or state government later.

Ms. Palmer said while she understood, and while she was concerned about the nonprofits, she believed they should defer the rent for April until they could have more time to consider what help is coming from the state and federal government. She said they could then make a more informed decision about whether they wanted to waive the rents next month or defer.

Ms. Mallek said she hoped that people will have a chance to read some of the extra information that was provided by the Crozet Arts and Depot Gallery to answer specifically the questions that Ms. Price and Ms. Palmer asked, and also about the CARES Act. She said she heard an analysis on NPR that afternoon about the CARES Act and how it would be great for businesses making a \$100,000 salary. She said for someone making a much smaller amount and needs salary for the one or two staff people as well as rent (noting there was no provision in the CARES Act for rent), this presents a difficulty.

Ms. Mallek said the issues with two tenants particularly was that they have spent years of hard work, with hundreds of volunteers, helping to fix up the buildings (which had both been empty for years, under County ownership). She said she felt a moral obligation to them and disagreed with Ms. Price and Ms. Palmer. She said the plan that they were proposing was balanced and that the rent they are paying goes into the maintenance of the buildings (not into the General Fund). She said she hoped people would understand that for the nonprofits, without revenue from March, it would be difficult to pay rent for April 1.

Ms. LaPisto-Kirtley said she was a proponent of the arts and was concerned, as they were nonprofits. She said she still believed, however, that unless the County defers this for one month to see what help is coming, they will be inundated with all types of requests for assistance. She said perhaps there is a volunteer organization or artists philanthropic efforts that could help pay the rent for a month. She said she believed it was better to defer the rent due to the reasons that Ms. Price and Ms. Palmer mentioned.

Ms. LaPisto-Kirtley said the Board was having to make hard decisions. She said her priorities were public safety, health, and education.

Ms. McKeel said she agreed with much of what Ms. Price and Ms. Palmer said. She said for her, it was too soon to be making a decision like this and that she would like to find out more about what assistance is available to the entities and what they are accessing.

Ms. McKeel said while she agreed with everything Ms. Mallek said about those businesses, this could also be said about every business in the County, and likely in the State as well. She said people have put years of work into their businesses, and she did not want the Board to be seen as if they were picking and choosing. She said they have to treat everyone the same, and while she was happy to discuss this again in the future, she was not interested in supporting the motion at that time.

Mr. Gallaway said it sounded as if there were some Supervisors who wished to defer any further action on the item until more information is provided, and that others wished to defer the rents until May. He asked if there would be any objection to deferring any action on this item until more information was provided, noting there was a Board meeting coming up on April 15.

Ms. Palmer said her suggestion was to defer payment of the rent for April until May so that they would have time to get more information. She clarified that this was different than deferring action on the item altogether. She said she was also uncomfortable with the decision of waiving the rents for all five entities.

Ms. Price said she would leave it to Mr. Greg Kamptner to answer the question about deferring the rent, and whether the Board could do this or if there needed to be an amendment to the contracts. She said she would be in favor of deferring action on this item until April 15 in order to give the Board a variety of options to look at. She said she believed it was too soon for the County to start granting waivers, noting this was painful to say. She said she was torn about the desire to be supportive of businesses and agreed with Ms. McKeel's statement about treating everyone the same.

MOTION: Ms. Price moved to defer action on Item 11.6 until April 15, in order to give staff and the County Attorney an opportunity to give the Board a legal analysis on what their various options are, and to break out the differences between the different entities.

Ms. McKeel said she was not convinced that deferring until April 15 would give staff enough time to do this.

Mr. Gallaway asked if Ms. Price wanted to withdraw her motion in order to have more discussion.

Ms. Price agreed to withdraw the motion.

Mr. Greg Kamptner (County Attorney) said the next regular Board meeting after April 15 would be on May 6, meaning it would be another five weeks, and that at that point, the Board could take an action. He said staff was already operating at capacity, and that this was one more issue to look at.

Ms. Palmer asked what the penalty would be for not paying the rent on time for Crozet Arts, for instance.

Mr. Kamptner said without having the lease in front of him, there was likely a certain percentage (e.g. 1.5%) that would start accruing.

Ms. Price asked if the Board could always waive payments, if that was the decision it wanted to make.

Mr. Kamptner said yes.

Ms. McKeel said she would feel more comfortable waiving the late fees, then coming back at a much later date to give staff time to look at this and see what they are able to do through grants, such as many other businesses are having to do.

Ms. Mallek asked what the message is to the applicants that day. She said she was happy to defer the discussion to May 6, but that she would like to know what to tell the applicants who reached out to staff weeks earlier, as they saw the pandemic coming.

Ms. Price asked if all five entities reached out to staff.

Mr. Lance Stewart (Facilities and Environmental Services) replied that only two entities wrote to staff to request a waiver on the fee. He said he could address the question of the late fee, in a general way. He said it was general practice to have the late fees begin to accrue after a set period of time, when

the rent is late, and that it is usually a percentage of the late fee per day. He said Mr. Kamptner would have to speak to the question on the process to waive those.

Mr. Gallaway said there seemed to be consensus that the Board could defer action on the item until the May meeting. He said the message to the current applicants was that the current rules would apply. He said there would be no change in what the current policies are. He said it sounded like there could be interest in waiver of late fees, but that this would come back to the Board at a future meeting. He said if there was not any objection to deferring the action, they could do this and give staff time to get more information. He said if the Board then felt like a late payment waiver is a separate action, then this could come to the Board at a time that staff feels appropriate.

Mr. Gallaway said he was prepared to vote on the motion to defer, and that taking some time to see how the situation plays out would be prudent.

Ms. Price **moved** that the Board defer action on Item 11.6 until the May 6 Board meeting, in order to give County Attorney and staff an opportunity to further evaluate and provide the Board with more information. Ms. LaPisto-Kirtley **seconded** the motion.

Ms. Mallek asked if the County was actually authorized to make the changes in the payments. She said they have discussed this many times through the Department of Finance for other matters and that this would need to be answered on May 6 in order to discuss anything going forward.

Mr. Gallaway said this could be a separate item than late fee waiver, where the Board may be able to get the information sooner than May 6.

Ms. Palmer said she would like if the Board could look into treating Crozet Arts somewhat differently, as they are a special situation. She said she would like to be able to have a defense of making that decision differently than some of the other renters. She said she was prepared to hear about this, as she believed that they are different than the engineering company. She said she hoped they would be able to have some nuance in their decision.

Mr. Kamptner said in response to Ms. Mallek's question about waiving fees, the best way to do that would be through amendments to the lease agreements.

Ms. Mallek asked if a public hearing was needed to do that.

Mr. Kamptner replied yes, and that it would be advertised.

Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None

Item No. 11.7. County Grant Application/Award Report, **was received for information.**

GRANT REPORT ACTIVITY – January 16, 2020 through March 16, 2020

Applications made during this time.

Granting Entity	Grant Project	Type	Amount Requested	Match Required	Match Source	Department	Purpose
Virginia Office of Emergency Medical Services Financial Assistance for Emergency Medical Services	Rescue Squad Assistance Fund (RSAF) – March 2020	State	\$57,600.80	\$57,600.80	Fire Rescue Operating and CIP Budgets	Fire Rescue	This grant application provides funds to purchase 3 Automated Compression Devices to improve cardiac arrest patient outcomes and 13 Ventilators with CPAP capability for each ACFR Medic unit and Battalion Chief vehicle.
Virginia Department of Criminal Justice Services	Community Corrections and Pretrial Services	Federal	\$998,610	\$75,000	Central Virginia Regional Jail	Offender Aid and Restoration (OAR)	This annual grant provides funds to OAR to support pretrial services and community corrections including community-based supervision to reduce the number of non-violent offenders in jail.

No awards were received during this time.

Comprehensive Look at Potential Five Year Financial Plan Grant Impacts:
The following chart includes grants that are expected to end within the next five years and an estimate of the County’s potential costs over the next five years if the grant-supported position, project or program is continued after the grant ends. The continuation of those positions, projects and programs will be considered as part of the County’s annual budget process.

Granting Entity	Grant Name	Grant Project	Expected Grant End Date	FY 20	FY 21	FY 22	FY 23	FY 24
Charlottesville Area Community Foundation	2019 Strengthening Systems Grant	Yancey School Community Center (YSCC)	6/30/2022					
		Grant Funds		\$100,000	\$100,000	\$100,000		
		County Funding*					\$100,000	\$100,000
Funds a dedicated full-time Program Coordinator, infrastructure for a community garden, and support for community programming for rural Southern Albemarle								

** In the third year of the grant, if the program proves successful based on the performance criteria, staff expects to request the permanent addition of the YSCC Program Coordinator position through the County’s annual budget cycle.*

3/18/2020

County of Albemarle
Calendar Year 2019 Grant Award Summary by Department

as reported in the Board of Supervisor's Monthly County Grant Application/Award Reports by the Office of Management & Budget

Dept.	Granting Entity	Grant Project	Amount Awarded	Dept. Subtotal
Albemarle Broadband Authority (ABBA)				301,748
	Virginia Department of Housing and Community Development (DHCD) Virginia Telecommunication Initiative (VATI)	ABBA/Central Virginia Electric Cooperative (CVEC) VATI 2019	301,748	
Community Development				221,941
	Virginia Department of Agriculture and Consumer Services' (VDACS) Office of Farmland Preservation	Local Purchase of Development Rights Program	221,941	
County Executive				300,000
	Charlottesville Area Community Foundation 2019 Strengthening Systems Grant	Yancey School Community Center	300,000	
Economic Development				99,913
	Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF)	Former Barnes Lumber Site Environmental Assessment & Site Remediation Planning	49,913	
	Virginia Department of Agriculture and Consumer Services' (VDACS) Office of Farmland Preservation	Governor's Agricultural & Forestry Industries Development Fund (AFID Grant) Potter's Craft Cidery	50,000	
Emergency Communications Center (ECC)				25,452
	Virginia Department of Emergency Management	2019 Local Emergency Management Performance Grant (LEMPG)	25,452	
FES - Environmental Services Division				292,837
	Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF)	Chapel Hills Stream Restoration	210,837	
	Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF)	Rio Hill Retrofit Project	82,000	
Offender Aid & Restoration (OAR)				996,651
	Virginia Department of Criminal Justice Services	Community Corrections and Pretrial Services	996,651	
Police				223,620
	Virginia Department of Criminal Justice Services	Edward Byrne JAG Program Fall 2018-2019: Enhancing Officer Safety during Civil Disturbance Responses	48,404	
	Virginia Department of Criminal Justice Services	Edward Byrne JAG Program FY 2019 – Supporting Community Policing Efforts 2019	12,090	
	Virginia Department of Criminal Justice Services	Victim Witness Assistance Grant Program	134,326	
	Virginia Department of Motor Vehicles	FY 20 Selective Enforcement – Speed Grant	8,800	
	Virginia Department of Motor Vehicles (DMV)	FY 20 Selective Enforcement – Alcohol Grant	20,000	
Grand Total				2,462,161

Local Government and Fiscal Agencies	# of Applications Submitted	7
	# of Grants Awarded	14

County of Albemarle
Fiscal Year 2020 Grant Award Summary by Department
as reported in FY 20 Adopted Budget

Dept.	Program	Budgeted Grant Revenue	Page in FY 20 Adopted Budget
Department of Social Services			
	Bright Stars (Virginia Preschool Initiative (VPI))	\$610,459	134
	Children Services Act Program	\$5,373,675	136
	Martha Jefferson Health Grant	\$0	191
	Housing Choice Voucher Program (US Dept. of Housing & Urban Development (HUD))	\$3,448,866	191

Additional Grant Applications/Awards Not Captured: School Division Grants that rely on the Finance Dept. for transactions and compliance
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Item No. 11.8. Solid Waste Alternatives Advisory Committee (SWAAC) – Semi-Annual Report, **was received for information.**

Item No. 11.9. Albemarle County Transportation Priorities Update, **was received for information.**

Item No. 11.10. Transportation Planner Quarterly Report, **was received for information.**

Item No. 11.11. Board-to-Board, March 2020, a monthly report from the Albemarle County School Board to the Albemarle County Board of Supervisors, **was received for information.**

Agenda Item No. 12. **Public Hearing** – Sale of 701 East Market Street.

The Executive Summary forwarded to the Board states that on December 17, 2018, the County of Albemarle and the City of Charlottesville executed an inter-governmental memorandum of agreement (MOA) (Attachment A) to redevelop the Levy Opera House and site located at 350 Park Street to serve as a co-located General District Court (GDC). The agreement has a number of provisions and specifically

requires the City to provide the County with 90 parking spaces for its exclusive use in a new downtown garage to be constructed nearby and in operation by November 30, 2023.

The City and the County each own a one-half interest in the parcel located at 701 East Market Street, which is identified as City Parcel Number 530159000 (the "East Market Street Parcel"). Under the MOA, the County agreed to sell its one-half interest in the East Market Street Parcel to the City, subject to the requirement of Virginia Code § 15.2-1800(B) for the Board of Supervisors to first conduct a public hearing on the proposed sale of County property.

The purpose of the County selling its one-half interest in the East Market Street Parcel is to facilitate the City's construction of a multi-level public parking structure on the parcel (the "Parking Structure"). Any necessary City financing and ongoing operation and maintenance of the Parking Structure is simplified if the County is not a co-owner of the East Market Street Parcel. In addition, the Parking Structure alleviates the County's need for ongoing ownership of the parcel.

The aforementioned MOA stipulates that the City will purchase the County's one-half interest in the East Market Street Parcel following the completion of a professional appraisal. An appraisal of the property prepared by the Appraisal Group, Inc. indicates a value of \$2,560,000. Based on this appraisal, the purchase price for the parcel is \$1,280,000. The parcel will be used in conjunction with an adjoining parcel at 801 East Market Street, which was previously purchased by the City in 2016 for the purposes of increasing parking capacity. The enclosed resolution authorizes the County Executive to execute all necessary documents related to the closing.

The County would receive \$1,280,000, which was the appraised value of the County's one-half interest in this property.

Staff recommends that following the public hearing, the Board adopt the attached Resolution (Attachment C), authorizing the County Executive to execute all necessary documents related to the conveyance of the County's one-half interest in 701 East Market Street to the City.

Mr. Andy Herrick, Deputy County Attorney, presented. He said in December of 2018, the County and City entered into an agreement to facilitate the continued operation of the County courts Downtown. He said as part of that agreement, the County agreed to sell to the City its one-half interest in a jointly owned surface lot at 701 East Market Street.

Mr. Herrick presented a map to provide orientation of the location of the property. He explained where the City Hall Annex was located across the street, as well as City Hall proper. He said the existing County District Court was located by Court Square Park, and the existing Circuit Court was next door. He indicated to the subject property that the City and County currently owned at one-half interest each.

Mr. Herrick presented a street view of the property in its current use as a surface lot. He explained where City Hall Annex and City Hall were located in the picture. He said to the right of the picture was the convenience store and Guadalajara restaurant.

Mr. Herrick said he thought the agreement itself well-articulated the purpose in selling this interest. He said it is to facilitate the City's construction of a multi-level public parking structure on the property. He said the parties understand that the City's financing and ongoing operation and maintenance of the parking structure are simplified if it is owned by a single owner (namely, the City, and not the County). He said it is set forth elsewhere in the agreement that the parking structure remedies the need for the County to own the property.

Mr. Herrick said the terms of the sale was that the County agreed to sell its one-half interest in the property at half the appraised value, as determined during appraisal. He said this was determined in 2019, and the independent appraisal value of the undivided property interest was \$2,560,000, which would mean each locality's one-half share was worth \$1,280,000.

Mr. Herrick said there is a public hearing requirement for this sale, and is an interesting situation in that the County has already entered into an agreement in which it has agreed to sell its one-half interest, but that State law requires that all disposals of public property (including this one) require a public hearing. He said the agreement recognizes the need for a public hearing before the sale can be finalized. He said the failure to approve this proposed sale, however, would void the entire City-County agreement that was entered into in 2018.

Mr. Herrick said the item before the Board was to hold a public hearing to consider and adopt the attached resolution, which would authorize the sale of the County's one-half interest in the property to the City.

Ms. Palmer asked if for some reason, the City does not build the garage on the property, they are required to sell the County's share back to the County.

Mr. Herrick replied that this was part of the agreement, that the proposed use of the property is for the construction of a parking deck. He said he would defer to Mr. Kamptner, who was more familiar with the terms of the full agreement.

Mr. Kamptner mentioned that the next step is for the City to give the County 100 parking spaces

in the Market Street Garage. He pulled up the agreement.

Ms. Palmer said that, as she read the agreement, it stated that not only would the City have to give the County the 100 parking spaces, but they would have to allow the County to repurchase the property at the same price (one-half).

Ms. LaPisto-Kirtley voiced the same question, relating it to economic circumstances.

Ms. McKeel commented that she had been careful about reading this agreement.

Ms. Mallek echoed Ms. McKeel's comment, adding that she reached out to Mr. Kamptner because in some parts of the agreement, it refers to other, alternate parking nearby rather than reiterating the 100 parking spaces at East Market Street. She said to her, this was the only effective substitute for a parking garage. She asked that everyone be diligent to make sure that the County is protected with those details.

Ms. Mallek said something that was important in the early stages of negotiation was about the ground level on East Market Street and 7th Street, and how the County's spaces were not going to be put two blocks away or on the third floor. She said those details were not conveyed in the agreement as she had remembered them during discussions.

Mr. Kamptner said the agreement provides the option of the County to either have the City give them the 100 spaces in the Market Street Garage; or for the County to require the City to convey the one-half interest in the East Market Street parcel back to the County and to allow the County to use that parcel for parking, which also allows to pay for the cost of the reconveyance, and for the City to enter into an Memorandum of Understanding with the County to provide the County with exclusive control over access to and the use of the East Market Street parcel for parking for persons working in and using the County Courts and their related offices.

Ms. Palmer asked if it was an "or" situation.

Mr. Kamptner replied yes.

Ms. Mallek asked if it was the County's choice.

Mr. Kamptner replied yes.

Mr. Gallaway opened the public hearing. Hearing no comments from the public, he closed the public comment portion and brought the matter back to the Board.

MOTION: Ms. Price **moved** that the Board adopt the motion for the sale of the County's one-half interest in the parking lot at 701 East Market Street. Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price
NAYS: None.

RESOLUTION TO APPROVE CONVEYANCE OF REAL PROPERTY TO THE CITY OF CHARLOTTESVILLE

WHEREAS, on December 17, 2018, Albemarle County and the City of Charlottesville signed a memorandum of agreement to develop a joint court complex located at 350 Park Street in downtown Charlottesville; and

WHEREAS, the agreement is premised on the City's stated intention to construct a parking structure on property owned jointly by the City and the County at 701 East Market Street (City Parcel No. 530159000) and adjacent property owned solely by the City, both on East Market Street; and

WHEREAS, the agreement stipulates that the City will purchase the County's one-half interest of the jointly owned property following the completion of a professional appraisal; and

WHEREAS, the appraisal indicates the value of the County's one-half ownership to be \$1,280,000; and

WHEREAS, the Board finds it is in the best interest of the County to convey the County's one-half interest in 701 East Market Street (City Parcel No. 530159000) to the City of Charlottesville as part of the County and City's joint Courts project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby approves the conveyance of the County's one-half interest in 701 East Market Street (City Parcel No. 530159000) to the City of Charlottesville, for the above purpose, and authorizes the County Executive to execute a Deed of Conveyance and all other necessary documents required in conjunction with the aforementioned sale of property on behalf of the County after such documents are approved as to substance and form by the County Attorney.

* * *

2020 00001323

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Parcel ID Number 530159000

This deed is exempt from taxation under *Virginia Code* § 58.1-811(A)(3) and/or § 58.1-811(C)(4) and from Clerk's fees under *Virginia Code* § 17.1-266.

THIS DEED, dated this 8th day of April, 2020, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, the "Grantor," and **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, the "Grantee," whose address is: c/o Charlottesville City Attorney, P.O. Box 911, Charlottesville, Virginia 22902.

WITNESSETH:

That for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee the Grantor's one-half undivided interest as a tenant in common in certain real property located in the City of Charlottesville, Virginia (the "Property"), such Property being more particularly described as follows:

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto pertaining, situated in the City of Charlottesville, Virginia, fronting on Market Street and Seventh Street, N.E., and running back to Eighth Street, N.E., as shown on plat of the Engineering Department of City of Charlottesville, dated February 16, 1959, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 211, page 173, more commonly known as 701 East Market Street, Charlottesville, Virginia.

Being a portion of the same property conveyed to the Grantor and Grantee herein by deed of Hedgerow Corporation, a Virginia corporation, dated April 21, 2005 and recorded in the Clerk's Office aforesaid in Deed Book 1026, page 305.

This conveyance is made expressly subject to all easements, conditions, restrictions, reservations and other matters contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

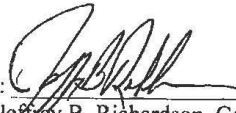
The County of Albemarle, Virginia acting by and through its County Executive, duly authorized by the Board of Supervisors of the County of Albemarle, conveys this Property pursuant to *Virginia Code* §15.2-1800, as evidenced by the County Executive's signature hereto and the recordation of this deed.

The City of Charlottesville, Virginia, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, accepts the conveyance of this Property, pursuant to *Virginia Code* §15.2-1803, as evidenced by the signature hereto of the City Attorney and the recordation of this deed.

WITNESS the following signatures and seals:


[Signatures begin on the following page.]

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey B. Richardson, County Executive

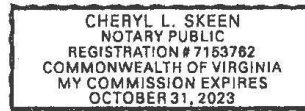
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CHARLOTTESVILLE:

The foregoing *Deed* was signed, sworn to and acknowledged before me this 9th day of April, 2020 by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantor.


Notary Public

My Commission Expires: Oct. 31, 2023

Registration Number: 7153762



Approved as to form:

By: 
County Attorney

[Signatures continue on the following page.]

CITY OF CHARLOTTESVILLE, VIRGINIA

By: John C. Blair, II
John C. Blair, II, City Attorney

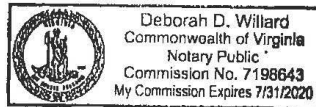
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville:

The foregoing *Deed* was signed, sworn to and acknowledged before me this 9th day of APRIL, 2020 by John C. Blair, II, City Attorney, on behalf of the City of Charlottesville, Virginia, Grantee.

[Signature]
Notary Public

My Commission Expires: 7/31/2020
Registration Number: 7198643

Approved as to form:



By: John C. Blair, II
City Attorney

Agenda Item No. 13. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. McKeel asked the Board if they could have consensus for Mr. Kevin McDermott (Transportation Planner) to work with VDOT to provide more information about what would be involved to have a bike and pedestrian access over Old Ivy Bridge. She said the bridge would be resurfaced and that currently, VDOT did not have a provision to add bicycle and pedestrian access. She said the bridge would stay as is, and that she would like to see if VDOT could offer some creative ideas.

Ms. McKeel said she would like to think about the access there more carefully before deeming that it would not happen. She said there is the ability there to connect north and south, east, and west, for bike and pedestrian access. She said the Three Notched Trail connection was not far away, and that she would like this to be investigated further.

Mr. Kevin McDermott (Transportation Planner) said Mr. Daniel Butch (Transportation Planner) attended the VDOT public hearing meeting on this, and that the Supervisors have received several requests from the public about looking into the matter. He said Ms. McKeel's request was reasonable, and that they could have VDOT explore the opportunities for adding this to the project. He said his guess was that VDOT would say they could look into it, but that ultimately, the cost would have to be the County's responsibility. He said this would have to be a separate decision the County makes into the future.

Ms. McKeel said this project was not scheduled for construction until 2024.

Mr. McDermott replied yes. He said the right of way is supposed to start in late 2023, so they will likely be entering into a contract with an engineering consultant sometime soon. He said between now and then, they would be looking at the engineering design, which would be the time to talk about this.

Ms. McKeel asked if there was time to look into the matter.

Mr. McDermott replied yes.

Ms. Mallek asked if this was bundled with other projects, or if it was a standalone project.

Mr. McDermott replied that it is a standalone project being done under the Bridge State of Good Repair program.

Ms. McKeel said all she was asking for was consensus for Mr. McDermott to approach VDOT about getting more information about what it would take, or what it would look like, to have bike and pedestrian access at or beside that bridge.

Mr. Gallaway asked if there was any objection. Hearing none, he stated there was consensus.

Mr. McDermott said he would look into the matter and report back to the Board.

Ms. Mallek said there was a letter forwarded to determine if Albemarle County was interested in sending a similar letter to the Department of the Interior requesting the closure of Shenandoah National Park. She said as stated in the letter, Rappahannock was completely overrun with people over the last weekend, and during the week as well, and that she is seeking the park to close its trailheads.

Ms. Mallek said across the country (in Utah, Colorado, for instance), other places are closing their national parks. She asked if anyone wanted to share their opinions.

Ms. Palmer said to her knowledge, the County has one other trailhead into the Shenandoah National Park that has not been addressed. She said if the park service leaves Skyline Drive open, they have a limited number of parking spots at each one of their trailheads off the park. She said if they are policing that, then she wonders if it is reasonable to leave the park open. She asked if they close this park if everyone would simply go to George Washington National Forest. She said this was just a question, and that she would like to ask the park department, noting she knew they did not have enough staff. She said it would be nice to leave the park open if the limited parking was being policed.

Ms. Mallek said she had not been to Jarmon's Gap to see what was happening there, but because there were only two parking spaces at the top, it limits anyone who does not want to walk up a very steep hill. She said her impression was that the park service was completely outmanned as far as being able to do their job, for public safety, rescue, etc. because of the influx of visitors.

Ms. Palmer asked what happens and if they would be moved south, or to Reeds Gap. She said she was at Reeds Gap a few weeks ago and there were not any parking spaces, so people were parking on the road. She questioned where people would simply be moving.

Ms. Mallek said she did not have any idea, and that the Board did not have any chance to understand that.

Ms. Palmer asked if the request was forwarded because there was a sense that the park service cannot keep up.

Ms. Mallek said the sense was that the park could not handle the influx of visitors.

Ms. McKeel said it was difficult not to step up and support another county that is reaching out and asking for help. She said she was concerned about moving the problem, as it could move somewhere else.

Mr. Doug Walker (Deputy County Executive) said that while IMT did not have an expressed opinion about the national park itself, they did have concerns about squelching access to public spaces and having them move some other place. He said there is only so much they can anticipate as far as the consequences, but if this was a direction the Board wanted to go, it might be worth giving more staff more time to think about what the consequences could be on parking or the problem shifting. He said specifically, the concern is about the County parks. He said they can manage the social distancing while trying to keep them open.

Mr. Walker said IMT was highly sympathetic to the concern and sensitive to this issue.

Ms. Palmer said there is another entrance into the park where people frequently drive far, and the road is in bad condition now because there are some residents who have tried to make it into a private road. She said there is now a parking spot at the bottom, on 810, going into the Quarters.

Ms. Mallek said if Ms. Palmer was speaking about the Browns Gap Turnpike, that is Road 637.

She said it is drivable for about 100 yards before turning into rubble.

Ms. Palmer said one used to be able to drive all the way up to the park boundary there. She said there is a parking lot on 810 and she did not know if this was being abused, either, but it leads into the park. She said this could be another place that people may move to and that she wanted staff and the Police Department to be aware.

Ms. Palmer said she would like to hear more about what is happening on Skyline Drive. She said if people are parking along Skyline Drive, she would agree to support a closure. She asked if this was a park problem or a police problem if people were parking illegally.

Ms. Mallek said she would try to get more information.

Mr. Walker asked if it would be best for staff to engage directly with the Superintendent to get a better understanding of the concerns and solutions.

Ms. Palmer replied she would appreciate that.

Ms. McKeel cautioned that staff had a lot on their plates.

Ms. Mallek said she would be happy to reach out to the Superintendent to have her convey more information.

Mr. Walker said staff's interest also extends to if the decision was made, respective to the position that the Board might take, the County will have to deal with the problem anyway, and it would be a good idea for staff to understand what the implications might be.

Ms. Palmer said she would drive to some of these places that weekend, take pictures, count cars, and send to staff. She said there are two entrances in the County that have not been addressed.

Mr. Gallaway asked if there were other matters to discuss.

Ms. McKeel thanked staff for their hard work concerning the set up for the electronic meeting.

Ms. Palmer said she has been trying to follow along in iLegislate and noted that although there were not any comments for the public hearing, Ms. Borgersen had sent the Board one email from a constituent with a comment. She asked if, in the future, those emails would show up in the comment for iLegislate, or if those were for the people who would be talking in the public hearing.

Ms. Borgersen said this was through the webinar chat.

Ms. Palmer asked if in the future, they should be looking at their email for the webinar chat, and what would come across with respect to comments in the public hearing with iLegislate.

Mr. Gallaway said if it were agreeable to the Board clerks, perhaps this protocol could be outlined so that everyone understands what will occur, and that this should be sent to the Board. He said they could even announce this publicly so that the public understands how the Board is receiving the notes.

Ms. Price joined other Supervisors in thanking staff for putting together the virtual meeting, and for answering her questions. She said the County is facing two challenges with the pandemic: healthcare and the economy. She said they must accept this as reality. She said she sees the County's functions providing essential services to constituents, which are public safety, health, and education.

Ms. Price said because of the economic situation, they must look at what funds essential services, and that she sees three responsibilities here. She said the first is a fund to make sure they take care of the constituents. She said the second is to ensure that the County comes out of this financially stable so that after this is over, they are in as good a situation as possible. She said the third is financial concern about County employees and their welfare and ability to keep them gainfully employed. She said every dollar the County saves means they can provide additional services, that the County is financially stable, and pay help keep some employees employed.

Ms. Price acknowledged that, per the earlier discussion, her talking about \$5,000 for a parking lease was going down in the leads, which would not balance the budget. She said this is the attention that they have to give to everything going forward financially, in a sense that the County has to get into the weeds and give the best budget project they can get so that they can meet obligations to constituents and keep the County financially stable.

Ms. Mallek asked if anyone had received a Census mailer, noting that no one in Earlysville seems to have gotten one.

Ms. McKeel said she had actually received multiple mailers.

Ms. Mallek commented that no one knows what to do and when it is a whole geography it is concerning and the County needs to give instructions to the public on what they need to do such as ignoring the ID number.

Mr. Gallaway announced that Mr. David Bowerman, a former Supervisor for the Rio District (1989-2005) had passed away. He said Mr. Bowerman was also a former Planning Commissioner and at the time of his death, he was serving on the Board of Zoning Appeals. He quoted Mr. Bowerman's response to a question from a local media outlet about who he admired, which was, "Anyone who has the guts to stand up and say what they believe." He said it was stated in Mr. Bowerman's obituary that he himself possessed this character trait in abundance.

Mr. Gallaway said he did not have the pleasure of knowing Mr. Bowerman, but that he appreciated his many years of service to Albemarle County. He said the Board's thoughts are with his family at his passing. He said donations could be made in Mr. Bowerman's name to the Charlottesville Albemarle SPCA, which could be made on the SPCA's website. He asked if anyone wanted to make comments recognizing Mr. Bowerman's service.

Ms. McKeel said Mr. Bowerman was a dear person and expressed her sympathies.

Ms. Palmer said she did not know Mr. Bowerman well, but she was following the Board while he was a Supervisor. She said she very much respected his opinions and input.

Ms. Mallek added that Mr. Bowerman was on the Board during very tumultuous times. She said during rapid changes in the economy and community, he worked very well with others.

Agenda Item No. 14. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Jeff Richardson, County Executive, presented his monthly report, noting that his report would include a COVID-19 update from the County operations vantagepoint, and to give the Board a first look at the economic impact of COVID-19 in the first quarter of the current year. He said this would also include staff's review of the COVID-19 impact to the revenue estimates going into next fiscal year.

Mr. Richardson recognized Ms. Lori Allshouse (Director of the Office of Management and Budget), noting she would be joining him for the second part of the presentation that evening. He recognized Ms. Emily Kilroy for helping him pull together the report. He said the Deputy and Assistant County Executives would also participate.

Mr. Richardson said this would be a two-part report to the Board, with the first being on County operations. He said this was Day 22 of the Incident Management Team structure, which is a parallel organization to day-to-day operations of County Government. He presented the team's three goals in the COVID-19 response, noting they guide their decision making. He said these are shared as they operate through the incident command structure to manage their response and ensure the organization remains aligned. He said these goals are balanced each day.

Mr. Richardson said in order to maintain essential services, they are managing staff differently. He said as staff availability shifts due to the impact of the virus, they are shifting personnel to ensure that the core essential functions continue to remain operational. He said this includes the legislative work for the Board; capital projects work; parks; and IT, Finance, HR, and internal departments and services that hold the organization together.

Mr. Richardson said to reduce transmission, they are working regionally to manage Personal Protective Equipment (PPE) and streamline procedures around care for patients. He said they are working hard to spread messaging from reliable sources, and that they have a strong partnership with the regional health department.

Mr. Richardson said the County is responsibly managing its own facilities to keep social distancing and eliminate gatherings that are in line with Executive Order #53. He said they have transitioned as much of the workforce to home as they can.

Mr. Richardson said to protect people who are high-risk, they are working with the area long-term care facilities about best practices and doing outreach with the business community regarding best practices as well.

Mr. Richardson said it is a challenging transition to move from an in-person organization to a virtual one. He recognized the IT department, Human Resources, the County Attorney's Office, and other support staff who have worked to support the policy and technical work necessary to stand up a virtual organization.

Mr. Richardson said most of the staff are not physically present in the building currently, but they are working to deliver the same services they typically do. He said calls for service are being responded to, inspections continue, and that the County is encouraging the public to visit its website to see if the service they need is able to be accessed online, or they can simply call.

Mr. Richardson presented two hotline numbers. He said one is for emergency financial assistance, and the other is run by the Health District ("Virginia COVID-19 Questions").

Mr. Richardson provided some detail about Executive Orders #53 and #55 under which the County was operating at that time. He said the Governor issued those executive orders and has indicated that local law enforcement that has the ability to enforce the orders.

Mr. Richardson said the County has received several questions about the Stay at Home order and specifically what it means. He said the basic idea is that if there is not an essential need (such as buying groceries, visiting the doctor, or buying medicine) to be away from home, then the person should be at home. He said gatherings of greater than 10 are banned in public and private settings, and everyone is strongly encouraged to stay 6 feet apart.

Mr. Richardson said the enforcement first focuses on legal education. He said violation of the order is a misdemeanor and can carry fines or even jail time. He said this was not the intent of the Police Department, however. He said so far, when the Albemarle County Police Department has been called out to investigate a claim that the executive order is being violated, individuals have been highly responsive to a request to move on and respect the social distancing included in the Governor's orders. He said since March 26, there have been 15 calls for service regarding the executive orders for ACPD.

Mr. Richardson said the County's messaging is focused around everyone doing their part so that they can flatten the curve in the community.

Mr. Richardson said unless there were questions, he would move on to the second part of his presentation, which was the economic update related to COVID-19 and is specific to current year and FY 21 revenues.

Ms. Price asked if people would be able to go online and pay property taxes, and when this would be available.

Mr. Kamptner replied that this would have to occur after the tax rate is set and the bills are calculated. He said at the absolute earliest, it would be sometime in May, assuming that the Board sticks to its current schedule. He said it would take about three weeks or so after the Board sets the tax rate.

Mr. Richardson moved on to the second part of his presentation. He said regarding the FY 20-21 budget, Ms. Allshouse was present for this part of the presentation, and they would be discussing the revenue impact to the fourth quarter, which is the final three months of the fiscal year (April, May, and June). He said from there, they would transition to the FY 21 budget.

Mr. Richardson said the last time the Board discussed this was at the work session on March 17, where they discussed the approved amended FY 21 budget development calendar. He said they reviewed the reserves, received a number of budget development terms and approaches, and discussed the fact that staff will continue to monitor the current year revenues and expenditures. He said staff would begin to run some scenario modeling to reflect the current and changing economic conditions, which would lead them to a reevaluation of the FY 21 revenue projections. He said this meeting occurred two weeks earlier.

Mr. Richardson said at that time, they had talked about the reserves, with about \$3.2 million of unobligated fund balance, \$3.1 million in the stabilization reserve, and a 10% unassigned fund balance reserve that is kept as a baseline for a AAA county government.

Mr. Richardson said staff has been working on the modeling of the impact to final quarter revenues. He said they looked at three scenarios: less impact, moderate impact, and severe impact. He said there was good news and bad news. He said the good news is they are three-quarters of the way through the year and have been fiscally prudent and conservative. He said to mid-March, they were running well, and that this was reflected in some of the information that the Board had received as they were looking at FY 21 projected revenues.

Mr. Richardson said it has come to a significant downturn in the final quarter. He said it was the fourth quarter of FY 20 where staff showed the Board the gaps they are looking at. He presented the "severe" (or worst) scenario, noting that they felt confident in the eight staff in Finance and Budget who looked at the revenues and indicators. He asked the Board to bear in mind that they are looking at what he feels is the worst-case scenario in the final three months.

Mr. Richardson presented a slide that included an update to the funding formula calculation. He said for the final three months, when they look at the revenues and the shared revenue model, with the downturn in the revenues, they see adjustments that would be negative \$2.64 million for the School Division. He said for General Government, it would be \$1.87 million for shared revenue; and for capital, it is \$580,000.

Mr. Richardson said the County receives revenues that are outside of the shared formula, and that a significant amount of this is fees and related revenues. He said in the last three months of the current fiscal year, the adjustments that the staff will make on General Government is right at \$3 million. He said they will reduce the budget and spending by about \$3 million over the last three months.

Mr. Richardson said he would ask the School Division to work with County government on these adjustments for the current fiscal year. He said he believed that the School Division would have their meeting the next day, and that the Superintendent would be speaking to the School Board about this. He said the School staff and County Local Government staff would be meeting (including the Superintendent and himself) that Friday morning.

Mr. Richardson said that working through the final three months in the current fiscal year, staff's

strategies are the focus on the provision of essential services. He said staff is in the process of evaluating all discretionary spending for the final three months, which will include a thorough review of vacant positions in the organization. He said although he did not have an exact number, there were staff who had been working on this and evaluating those vacancies. He said they are prepared to take steps to squeeze positions into the organization between current time and the end of the year, which will generate savings to begin to close the gap.

Mr. Richardson said they were also evaluating capital projects, noting that they will continue to coordinate closely with the School Division both on current year as well as the discussions moving into the gaps for FY 21.

Mr. Richardson said as it relates to current year, they have started with the current gap of \$3 million and are striving to address those cuts without any, or minimum, use of reserves to close out the fiscal year. He said that in other words, the staff has approached this from the standpoint of identifying operating cuts (e.g. vacant positions) in order to continue those reductions into the next fiscal year, which will help the County as it crosses fiscal years.

Mr. Richardson said he intends to provide the current year spending cuts soon so that they can eliminate the gap in the current fiscal year that was created by the fourth quarter downturn. He said this would allow them to reestablish the base before providing the Board with a proposed new recommended budget for FY 21.

Mr. Richardson presented a slide that includes major drivers of the FY 21 local revenues. He said this slide included the last time staff updated the revenue figures when they balanced the budget and provided the technical adjustments. He said these figures were what they used to build the final recommended budget for FY 21. He noted good growth across the board, and that they were moving along with a vibrant local economy.

Mr. Richardson then presented the fiscal drivers for the next year, after being adjusted. He noted a significant adjustment in consumer-driven taxes, and that this was a significant decrease from the FY 21 projections that were provided to the Board in February. He said going back to real estate figures, the prior slide showed that they were originally going up by about 5.5%. He said this has been adjusted downward to 1%, which is a significant decrease over what had been projected in February. He said all four drivers have gone down, but the two major drivers are real estate and consumer driven.

Mr. Richardson asked the Board to be mindful that when they look at the amount of downturn in the revenue projections, the FY 21 budget that was originally presented to the Board in February had all of the revenue projections FY 21. He said what he was now presenting takes all of that away and adjusts it downward, but if building it off of the adopted FY 20 budget and removing this out, it now shows what they have to remove from the budget moving into FY 21.

Mr. Richardson presented updated funding for moving into the next year. He said once they make the spending cuts in the current year, staff will soon show the Board what the spending cuts are so that they can remain balanced in the current year. He said they would then look at the additional revenue loss projected for next year, and when running it through the funding formula, they could see that next year, the School Division will be at -\$3.38 million. He said for General Government, the shared revenues will be about \$2.37 million, and the non-shared revenues will be about \$140,000.

Mr. Richardson said once they make the necessary cuts in the current year, and are assured that they will remain balanced, they will look at providing the new proposed budget to the Board. He said they were currently projecting to have to cut about \$2.5 million out of next year's budget in order to balance. He said the final number at the bottom of the screen is about \$850,000, which represents the loss of money going through the Capital Fund.

Mr. Richardson said it was difficult to bounce back and forth between the FY 21 revenue projections presented in February and where they were currently. He asked the Board to think about the fiscal year adopted budget they were currently operating under, with no new considerations for FY 21, and that these were the numbers they were working from. He said for Local Government, that is cutting the budget by \$2.5 million. He said if they had started knowing they would have a pandemic and told departments not to add anything into their budgets, they would have to cut \$2.5 million out of next year's budget.

Mr. Richardson noted that this did not include mandated obligations or legislative options, and that he would provide an example. He said the Board would recall that when they went through the budget balancing exercise, they had about a \$930,000 increase in the Virginia Retirement System requirements for Local Government. He said this was an example of an expensive obligation that they will need to carry into next year, and that they have to generate that additional money. He said on top of the \$2.5 million, they will have several examples of mandates such as this, with VRS likely being the most expensive one.

Mr. Richardson said staff will start, in earnest, with meeting with the School staff on Friday morning and looking at the current year. He said they will share strategies for how to reduce the gaps in the current year. He said they will then be discussing how this affects their new proposed budget for the Boards to consider, moving forward.

Mr. Richardson said the Board of Supervisors will come together on April 13 to have a public

hearing on the budget, with a focus on the tax rate. He said the Board has set the tax rate ceiling at the current tax rate, and on April 13, they will have a public hearing on the tax rate at its current level. He said on April 15, the Board will set the tax rate.

Mr. Richardson said shortly after April 15, his goal is to provide the Board with an adjusted new proposed budget for next year that would reflect the staff's recommendations for how to make the cuts in order to match with the revenue losses they now have. He said the Board will consider that, then hold work sessions. He said they can review these recommendations as well as public comments, then take necessary actions. He said the goal is for the Board to adopt the FY 21 budget on May 14.

Ms. Palmer asked to see the major drivers slide. She recalled that Mr. Richardson said he started off with worst-case scenario. She asked if everything he put before the Board was the worst-case scenario.

Mr. Richardson said this was a good question, and that he failed to mention that when staff looked at fourth quarter of the current year, they modeled three scenarios and took the worst-case scenario. He said they felt confident in that, and that it reflected in the cuts he showed the Board for the current year, which was at \$3 million.

Mr. Richardson said when they then modeled the FY 21 three scenarios, they picked the middle ("moderate") scenario. He said the reason for this is that once they picked the fourth quarter as "severe," it sets the base at a lower level, and they feel that they have some flexibility moving into the next year, especially in the first six months. He said they would show those strategies when they come back to the Board in mid-April with the kinds of things they would use to suggest that they cut out of next year's budget as they begin to look to see what recovery looks like in the community, moving out of the pandemic.

Ms. Palmer asked if when these scenarios were modeled, staff assumed the June 10 date that the Governor provided as the end date of the stay-at-home order. She asked how staff figured out how long this would last.

Mr. Richardson replied that this was taking into consideration current information. He said there were about eight staff that combed through various revenue sources, national studies, and expectations with the recovery of the economy. He said staff looked at this information through a conservative lens, and that there was consensus across the staff. He said they looked at response going through the early part of June and then moving through a transition stage with the community and organization. He said their thought was that fall was the recovery stage.

Mr. Richardson said that they would be approaching this with the types of cuts they would be suggesting for FY 21 with the hopes that as they have more time to look at the economy in the post-July timeframe, they will learn much more about the structural damage to the economy.

Ms. Palmer asked if the estimates were based primarily on what they are seeing in other communities at that time, or on what economists and experts are saying. She asked if this was being extrapolated and applied to the County's situation.

Mr. Richardson replied that they were taking information from outside the community, but that there were also staff working in the organization that have a great deal of experience working through the recession in 2008 and 2012. He said staff was studying this situation from the perspective of what they have seen before. He said that some staff have been in the area for a long time, with a good understanding of the economy, while others have worked in other areas, so it was a team effort to put this together and do their best work with what they know on the general economic conditions at this time.

Ms. Mallek said she hoped she was wrong, but that she thought the numbers were perhaps a better-case scenario. She asked if the VRS increase have anything to do with increases in raises, or if it was strictly on the return of the VRS portfolio.

Ms. Mallek said 10 years ago, there was a postponement in the VRS increase when the economy tanked. She encouraged everyone to reach out to legislators in advance of the April 22 reconvening of the session, as they will be working on the budget and must understand that local government is in trouble, just like they are. She said she also wanted to avoid layoffs.

Ms. Allshouse said VRS increase is based on the actuarial of the current VRS. She said there is a basically an Albemarle trust fund in the State's VRS system, so that was their analysis on their part of VRS.

Ms. Allshouse said when the State did give the County options to defer on VRS payments, the County tried to pay it, as they knew they would have to pay it later and wanted to keep their VRS funds solid. She said if the State decides to offer an option, the County will have a choice at that time to decide what they need to do.

Ms. Price said she could not begin to fathom or comprehend the complexities of what Mr. Richardson, Ms. Allshouse, and their staff were working through, and commended them on their work.

Ms. Price said her understanding was that for the last quarter of FY 20, staff used a severe impact in their analysis. She said staff then used that calculation to generate a base for FY 21 and added

a moderate impact on top of that.

Ms. Price said if she properly understood, when the Board decides and approves the budget, they can then appropriate on a less-than-annual basis (e.g. quarterly). She said they may not want to do this too frequently due to the additional work this would impose on staff.

Ms. Price said that while she acknowledges staff's expertise and the fact that they have worked and lived through the 2008 recession, she is concerned that this event will be more significant. She said she believes they should look at FY 21 with a "severe" impact on the economy. She said she did not know if taking a "moderate" impact in FY 21 was realistic.

Ms. Price asked if the Board could approve the budget for FY 21, and then on a periodic basis throughout the fiscal year, appropriate based upon where they are. She asked if they do this, if this would allow them (if the economy does not rebound as a "moderate" impact) to make adjustments throughout the year if there is actually a "severe" impact in FY 21.

Mr. Richardson replied that this was exactly the case, and that these were good points. He said they are in the current year and have had some unexpected downturns in the last quarter, which will require staff to quickly regroup and identify spending cuts that are approximately \$3 million. He said in the process of doing this, they would approach next year as a six-month process.

Mr. Richardson said it is actually a 3-6-6 process they are in, crossing fiscal years. He said the first three months are about identifying spending cuts, which they would have soon, to ensure they would balance at the end of the year.

Mr. Richardson said with a "moderate" revenue loss for the next year for both Schools and Local Government, staff would create a new proposed budget based off of "severe" loss in the last quarter of the current year. He said they would be balanced, and then would be going with the "moderate" approach.

Mr. Richardson said when he says six months and six months, staff will approach this with spending cuts for the first six months of next fiscal year, knowing that they will have to monitor revenues and expenses much more closely than under normal circumstances, knowing that the needle could move more towards "severe." He said it could stay at "moderate," or if the economy surprises them and they do not have the structural damage, and they bounce back more quickly, the needle could move from "moderate" to "slight."

Mr. Richardson said in any of these scenarios, they will want to be nimble and be able to add back, if they can. He said in a worst-case scenario, they could move from "moderate" to "severe," which would replicate some of the work staff is doing in the current fiscal year. He said going into next year, they have to balance the budget for 12 months. He said they will look at it between July and December, and then by December, they will know if they need to make additional adjustments.

Ms. Price asked that as part of those calculations, the County look to defer expenses that they may have otherwise incurred at the beginning of the fiscal year, and that they have the flexibility to defer those until the second six months of the fiscal year so as not to over-obligate too soon in the year.

Ms. McKeel said she appreciated where they were currently, and that they were perhaps in a better place than other communities in starting this discussion. She said she was looking at the fact they are starting this budgetary challenge in a good position.

Ms. McKeel said they would always be looking at the current outlook. She said she knew that staff would constantly be looking at the revenues, updating and adjusting them as they go, and added that this was a positive thing.

Ms. McKeel said VRS hits the School Division harder than it hits local government, as they have more employees. She said the County chose to make the payment because they did not want to come back and face it later. She asked if there was an offer on incremental, or all-or-nothing, historically.

Ms. Allshouse replied that it was interesting because the Schools are in VRS as well as Local Government, but that they were two separate pots. She said the General Assembly has a lot to do with what VRS impacts hit the Schools. She said it is different for the Schools and that sometimes, they have to do simply what they have been told to do. She said they did have an option on the County side, so this was somewhat different.

Ms. McKeel said she could now recall that there were different pots of money, and that it may well be that County Government will have different options than the School Division, which was good for everyone to keep in mind.

Mr. Gallaway recalled that in the past, there was a timeframe in which they had to do the full percentage by and that they could delay, which some places chose to do. He said in the long run, this proved not to be the best decision, and that it was better to do it more upfront than try to spread it out over the timeframe.

Ms. McKeel agreed. She said it seemed to her it was better to pay upfront because otherwise, they were simply putting it off.

Mr. Gallaway said he appreciated the fact that staff were protecting the reserves in the current year and focusing on operating costs. He said this would set them up for the next year and would also be leaving contingency funds in place for the final quarter. He said if things continued to move downward, if the Board would still have that money as a contingency, which is what the reserve was designed to do.

Mr. Gallaway said they were doing everything they could to protect staff. He said in his own company, they have looked at ways to save positions versus eliminating them, and that he would endorse doing the same for the County.

Mr. Gallaway said in times like this, when they start finding other ways to operate or looking for places to go, they have had as part of their philosophy business optimization and funding for this. He said they were all finding efficiencies when they are forced to do things in a different way. He said simply by meeting virtually, this prevents staff from moving around in town when they could have met virtually anyway. He said although this was not a significant amount of savings, this saves people's time. He said he suspected they would capitalize on any efficiencies when dealing with this crisis and that this should likely be standard operating procedure. He said this would help them move forward as a modern organization and save money.

Mr. Gallaway said as an aside, he found a pamphlet from his first year on the Board that was about how to make projections for local governments. He said the process was same, regardless of the situation. He said it may be a good time to pull up that brochure again. He said this was something that Mr. Steve Allshouse had handed out in the past, and that perhaps copies could be given to the new Supervisors.

Mr. Gallaway said it seemed that they were focusing on a recession outside of the immediate pandemic adjustments, and that he hoped they would continue to do this. He said the CEO of the company he works for was talking about how many of the consumer-driven items (e.g. restaurants, sales tax) will recover and bounce back, but it wasn't as if they would be able to go back and recover those sales. He said they will have to simply move with consumption, moving forward.

Mr. Gallaway said for local personal property and vehicles, there will be some kind of demand, and vehicle sales will catch up, but they cannot go back and catch up for lost orders at a restaurant. He said while they may see a nice swoop up and thing will return to normal, they will not be recovering on sales like some of the bigger-ticket items will be.

Mr. Gallaway said although there did not need to be any action that evening, the way State revenues will affect the School Division would be something he wanted to be very attentive to. He said he was sure the Schools would be extremely focused on this.

Mr. Richardson said he appreciated the Board giving him the opportunity to show them the connection of COVID-19 with the fourth-quarter analysis of revenues, which will prepare them for a new base. He said he was confident that staff will come forward with strong recommendations to implement from the fourth quarter so that they can remain balanced through the end of the year. He said they will work diligently to get the Board a new proposed budget with the reflections he put forth that evening, with a mid-April time estimate.

Mr. Richardson said he hoped staff would have about one month to work with the Board and the general public on the new budget proposal and how it affects the organization. He said they would strategize and look at next year in two six-month increments, and that they would strategically look at cuts for the next year so that they can be agile and move according to how the economy moves and how recovery goes into next year.

Mr. Richardson expressed his pride in staff, noting they have worked tirelessly on the budget and on the emergency response. He said the Board has continued to be supportive and patient. He said the County has wonderful staff and citizens, and that he could not thank the Board enough for its support and continued hard work.

Ms. LaPisto-Kirtley concurred with the other Supervisors' remarks. She said she was extremely proud of the County staff and how hard they have worked. She thanked the community, and that she hoped everyone would support the restaurants, especially the small, locally owned ones. She said they cannot afford for the restaurants to go out of business. She said the community needs to do whatever it can do for small businesses. She said the County was in uncharted waters, but that they would get through it.

Agenda Item No. 15. Adjourn.

At 8:13 p.m., the Board adjourned their meeting to April 13, 2020 at 6:00 p.m. He said this would be an electronic meeting, held pursuant to the Emergency Ordinance #20-E2. He said information on how to participate will be posted on the Albemarle County website, Board of Supervisors homepage, and on the County calendar as well.

Chair

Approved by Board
Date 07/21/2021
Initials CKB